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NOTICE TO SUBSCRIBERS.—Volume LXXX commences with this issue. The half-yearly INDEX and STATUTES to Part II of Volume LXXIX will be published with next week's issue, when the complete Volume should be sent in for binding.

Current Topics.

Dickens and the Law.

In these days when centenaries and anniversaries of all kinds, biographical, political and social, seem to jostle each other in their claim to be duly commemorated, it is refreshing to be reminded that it is exactly one hundred years ago since Charles Dickens began his amazingly clever work in depicting what he called everyday life and everyday people in "Sketches by Boz," to be followed a few months later by the opening numbers of the still more amazing effort of genius in "Pickwick." While the commemoration of the first publication of these books falls primarily within the sphere of the literary historian, they have nevertheless a potent claim on the interest of members of the legal profession in view of the intimate knowledge of their work and ways shown by the author. It was all to the good that, as a youth, Dickens spent some time in the office of Mr. EDWARD BLACKMORE, a solicitor in practice in Gray's Inn, for there he gained that experience of court and other legal work which he was to display in those early works even before he entered upon his campaign against delays in Chancery. In "Pickwick" we have numerous instances of the writer's minute acquaintance with practice, as, for example, when he makes Mr. Jackson, the clerk of Dodson & Fogg, in serving Sam Weller with a subpœna, add "Here's the original"—a ritual which had to be observed, for shortly before the appearance of "Pickwick" it had been decided that "the original subpœna should be shown to the party subpœnaed at the time the copy of it is served, or an attachment will not lie against him for disobedience, even though the party serving it was not asked to produce it." Even more remarkable, however, as evincing particularity of knowledge are the opening sentences at the trial of Bardell *v.* Pickwick. When the case was called on and Mr. Serjeant Buzfuz intimated that he was for the plaintiff, Mr. Justice Stareleigh enquired, "Who is with you, brother Buzfuz?" whereupon Mr. Skimpin bowed to intimate that he was. Next, Mr. Serjeant Snubbin mentioned that he was for the defendant, whereupon the judge, instead of saying, as he had done to Serjeant Buzfuz "Who is with you?" says "Anybody with you, brother Snubbin?" to which the reply was "Mr. Phunky, my Lord," which the judge, who was somewhat hard of hearing, misinterpreted as "Mr. Monkey" and so wrote it in his notebook to be corrected, however, by the learned Serjeant who led Mr. Phunky. The point, however, is that the judge bore in mind that while etiquette required the leader for the plaintiff to have a junior with him, the same did not apply in the case of the leader for the defence. That distinction still obtains, although it is one more honoured in the breach than in the observance. This inside knowledge of a professional rule of etiquette by Dickens should be set against the divers slips in chronology throughout "Pickwick" to which Mr. JUSTICE MACKINNON recently called attention in his collection of papers.

International Copyright: Departmental Committee's Report.

THE report of the Departmental Committee appointed last May to consider the joint proposals of the Belgian Government and the Bureau of the International Union for the Protection of Literary and Artistic Works for the amendment of the International Copyright Convention was published about the middle of last month (Stationery Office, price 1s. net). The members of the committee were, it may be remembered, Mr. Geoffrey Peto, M.P. (chairman), The Hon. S. O. Henn Collins, K.C., Mr. Norman Croom-Johnson, Mr. M. F. Lindley and Mr. C. B. L. Tennyson. The report contains a number of interesting recommendations to which short reference may be made. Proposals by the Belgian Government to the effect that articles on current economic, political, or religious topics published in newspapers or periodicals should receive the same full copyright protection as serial stories, tales and various literary, scientific or artistic works (which may not be reproduced in other countries without the consent of the authors) were approved. It is pointed out that in this country such articles published in newspapers receive the full protection of the Copyright Act and that the adoption of the proposed amendments to the Convention would merely give effect to the law of this country, while it was thought that the amendments are approved by the bulk of the persons most directly concerned here. The proposal was, in fact, supported by the Society of Authors, the Institute of Journalists and, with some qualification, by the Newspaper Proprietors Association. Reuters, Limited, submitted that the existing qualified protection has proved fairly effective in practice and that if the amendments were adopted there would be a risk that articles on current economic, political and religious topics, if sent out by news agencies, might for that reason become assimilated in some countries to mere Press information, with the consequence that such articles might lose the protection of the Convention, but the committee thought that these apprehensions would be realised only if the plain meaning of the amended article were disregarded. The retention of the existing article in its present form was also favoured by the British Broadcasting Corporation, evidence on behalf of which pointed to the importance of being able to draw on as many and authoritative sources as possible for news bulletins. The committee recommended, on grounds of ensuing difficulties and uncertainties, resistance to proposals designed to

strengthen the position of an author objecting, after transfer of copyright, to any distortion, mutiliation or other modification of his work prejudicial to his honour or reputation.

Speeches and Performing Rights.

THE committee considered that a proposal to the effect that the authors of political and legal speeches should be given the same rights in regard to collections of their speeches as are now enjoyed by authors of other oral works ought to be resisted in view of the uncertainty in regard to the protection of oral works in this country and, it is interesting to note, of the difficulties that might arise in connection with law reports. In regard to performing rights, the Belgian Government advocates, in view of different interpretations of the present article in different countries, the replacement of the existing text by a clear statement to the effect that the right of public performance is an exclusive right. The committee, which has taken into account the findings and recommendations of the Select Committee of the House of Commons on the Musical Copyright Bill, 1929, recommend an addition enabling each country of the Union to provide by national legislation for the regulation of the rights covered by the article in respect of musical and dramatico-musical works where ownership of a great number of such works vested in one person or body leads to the imposition of unduly onerous charges or conditions for performance or to unreasonable refusal to grant permission (subject in all cases to equitable remuneration). A musical or dramatico-musical work in the foregoing provision is to be considered as including the combination of the music with any words so closely associated therewith as to form part of the same work. It is also recommended that "cinematograph works" be added to the list of works protected by the Convention and that the existing exception of cinematograph works not possessing an original character be eliminated.

Derelict Factories.

THE disfigurement of the countryside by the presence of derelict factories may well be regarded as a small matter compared with the tragedy of industrial and trade depression of the existence of which their condition is a standing witness, but that is no reason why it should be ignored, and the Council for the Preservation of Rural England is to be congratulated on the efforts taken to deal with the situation. Information regarding industrial disfigurement and reclamation schemes have been obtained from various sources, details for consideration and recommendation have been circularised among county branches and appropriate bodies, and the subject has been referred to the Ministry of Health. A memorandum from one branch suggests that the removal of industry from the North to the South will render the problem of disused buildings more acute in the near future. Industry, the memorandum points out, according to the account in *The Times*, is leaving the derelict areas because of the crippling rates there, and in any case the present speed of technical improvement makes factories only semi-permanent buildings; they are always needing adapting and re-shaping, and where the owners have insufficient financial resources or are too slow to move with the times and make the necessary changes the factories are eventually closed down. The cycle of trade depression, it is stated, also accounts for the closing of a great number of businesses, and the result is that England is littered with skeletons of disused factory buildings. Among proposals for dealing with the matter which have been put before the Council for the Preservation of Rural England is one that Parliamentary power should be sought to compel the owner to repair or remove the offending building or to enable the community to do so on his default. In the event of the owner refusing or being unable to recondition the property, it should, it is suggested, come under the control of the local authority for a probationary period of ten years. At the expiration of that period the owner could negotiate for the return of his site on payment of the charges incurred in clearing it. If he were unwilling to do that the site would become public property. It is intimated, however, that the council has decided in the first instance to take action on the lines already indicated, and it does not appear that the policy involved in these somewhat extreme suggestions has been endorsed.

Family Records.

IN a recent letter to *The Times*, the acting chairman of the Records Preservation Section of the British Records Association drew attention to the facilities which exist for the deposit of collections of family muniments. The policy of the Records Preservation Section, recognising as it does the rights of owners and their responsibility to their successors in respect of these collections of family muniments, has pursued a policy of encouraging their deposit in local custody, rather than the gift of such records. Mention is made of the action of LORD HANWORTH, when Master of the Rolls, in satisfying himself that there was in every county at least one safe and proper place for the preservation of manorial records—a fact which, it is said, justifies an appeal to owners, their agents and solicitors, to help on this good work. Any information about private collections, whether it is intended to part with them or not, will, the letter states, be gladly received by the hon. secretary of the section, which is in close touch with the Institute of Historical Research on the one hand, and with all local repositories on the other. Mention is made of a number of important collections of records of the character in question which during the past year have been sent to various public libraries, county halls, and other local authorities. It is thought that the foregoing, which suggests a solution of a difficulty not infrequently encountered in practice, may be of service to some of our readers.

Traffic Lights: A New Departure.

READERS may have observed difficulties occasioned, particularly in localities where streets of restricted width are involved, by the fact that under the ordinary system of traffic lights, the stopping of traffic in one direction leads automatically to its release in another. A scheme has just been devised by engineers of the Ministry of Transport and the Automatic Electric Co. Limited which should, with proper adjustment to local requirements, put an end to this difficulty. Briefly, it has been arranged that after traffic in one street has been released there shall be a short interval during which all signals will show the red light in order to enable the traffic to clear. This is brought about by further detector pads, the the presence of which will also enable the new interval to be suitably varied as fast moving traffic will reach them earlier than slower traffic. Their relative positions will be planned to secure the appropriate interval as between different streets at the same crossing, the requirements of which are not necessarily similar. The first scheme of the kind is to be tried at Winchester, at a point where the configuration of the streets has revealed the weakness of the present system, but it is indicated that the system may eventually be adopted at junctions in other parts of the country where similar conditions prevail. The "all red" interval should be of material assistance to pedestrians.

The Manufacture of a Criminal.

THE evils resulting from a penal system, now happily a thing of the past, were alluded to by HUMPHREYS, J., in a recent case where the prisoner pleaded "guilty" to housebreaking. Passing a sentence of fifteen months' imprisonment the learned judge said, according to the report in *The Times* from which we quote: "The outstanding and painful fact in your case is that when you were a boy of fifteen and committed an offence, in all human possibility led on by others older than yourself, you were sent away to an ordinary prison

full of really bad characters for what was then called imprisonment with hard labour. In 1917 that meant hard labour, but it does not now. With the greater knowledge that we have and the experience, nobody would be surprised that by that sentence you were made into a criminal, because that is the effect, it is now realised, of sending a boy to an ordinary prison where he associates with criminals." His lordship observed that he was paying no attention to convictions which the prisoner had had and sentences which he had served for some years after that, because: "I think it must have been very very hard for you to avoid committing offences."

Employment of Women and Young Persons.

THE employment of Women and Young Persons Bill, which recently passed the second reading stage in the House of Commons, authorises, in regard to the persons to whom it relates, the continuance of the two-shift system, which—as was noted by Mr. G. LLOYD in moving the second reading—was permitted under temporary provisions contained in the Women and Young Persons Act, 1920, and included in Expiring Laws Continuance Acts until the present day. These provisions empower the Home Secretary, on the joint application of employers and a majority of the workers concerned in a factory or workshop, to make an order permitting the employment of women and young persons of sixteen and upwards on a system of shifts of not more than eight hours each between 6 a.m. and 10 p.m. from Monday to Friday, and from 6 a.m. to 2 p.m. on Saturday. The purpose of the new Bill is, broadly, to continue the system permanently with certain modifications and additional safeguards. A committee was appointed last year to investigate the working of the system and it was claimed that the evidence brought before the same established beyond doubt that the system was of considerable use to industry—such as for meeting temporary difficulties in production due to changes in fashion or the breakdown of plant—and, it was stated, the committee, after taking a great deal of evidence and visiting factories, came to the unanimous conclusion that it ought to be allowed to continue with certain modifications. Objections were taken on the ground that the Bill would interfere with the utilisation of educational facilities and that it was undesirable that young persons should be put in the position of working from six in the morning until ten in the evening. Sir JOHN SIMON, who maintained that the Bill had not been changed in the slightest degree from the measure he presented before the General Election, said that it was only natural that the Home Secretary should present a Bill in the terms of the committee's report. He gave an undertaking that an advisory body would be appointed after consultation with the representatives of the interests concerned and intimated that one of the first purposes in which that body would, he hoped, assist the Home Office would be in deciding what was the best way in which the ballot should be taken in any factory before the two-shift system was adopted. One objector to the Bill signified that the setting up of an advisory body would lead him to modify his view in regard to delegations of powers under Clause 3, which empowers the Home Secretary to delegate to the Chief Inspector of Factories or to any superintending inspector of factories any of the powers and duties conferred on him by the Bill. That speaker adverted to the delegation in full by the Minister of powers delegated to him. The clause might become a precedent for other delegations of powers which would be very improper.

Motor Vehicle Licences.

MORE than a quarter of the days of grace appointed for the renewal of motor licences have now passed—they expire on 14th January—and it may, perhaps, not be out of place to draw attention to the appeal on the part of the Ministry of Transport addressed to motorists at the end of last year to renew their licences as soon as possible. An official whose words were quoted recently in *The Times* made reference to the inconvenience which could be eliminated by developing the habit of renewing licences early. Some 290 extra temporary assistants have been taken on at County Hall, but, the official said, "we do not want a repetition of the rush we had last year, when 7,900 motor-vehicle licences were issued over the counter on the last day . . . The result of the general tardiness was that people had to wait in long queues practically all day." It is indicated that while the licensing department at County Hall received a fair number of applications on 17th December, the first day on which renewals were obtainable, the habit of early application is by no means widespread. The magnitude of the task confronting the licensing authorities may be gauged by the fact that nearly two and a quarter million motor-vehicle licences expired on 31st December last. Congestion should, however, be considerably relieved by the fact that, unlike last year, when, owing to the change in the rate of taxation, licences could only be obtained at the offices of the local taxation authority, licences for 1936 will be available at post offices. In this case cheques should be made out to the Postmaster-General.

Recent Decisions.

IN *Corfield* v. *Dolby* (*The Times*, 19th December), a Divisional Court quashed a conviction relating to alleged sale and distribution of lottery tickets within the meaning of s. 22 (1) of the Betting and Lotteries Act, 1934. The appellant held, as treasurer on behalf of a syndicate of twenty-one persons, forty-eight tickets for the Irish Free State Hospitals' Sweepstake on the 1935 Derby, and paid over to the purchaser on behalf of the syndicate money collected from the members. Each member had a twenty-first share in the whole of the tickets, and no individual member was entitled to any individual ticket or tickets. Prizes would have been equally divided. The Lord Chief Justice observed that, although there had been a purchase on behalf of those persons who had clubbed together to buy, it was never in contemplation that there should be a sub-sale *inter se*.

In *Scarlett* v. *Jack Eggar Ltd.* (*The Times*, 20th December), an actress was awarded £6,500 damages for personal injuries sustained as a result of a fall, due to the metal cap of her shoe catching in a rectangular sill placed as a support for stage scenery. The particular entrance demanded as safe a sill as possible, and the half-rounded type must, ATKINSON, J., observed, always be safer. The case was decided in reference to the question whether the defendants had taken reasonable care to provide a reasonably safe fitting—see *Fanton* v. *Denville* [1932] 2 K.B. 309.

The dispute in *The Beldis* (*The Times*, 20th December) arose out of the arrest of the above-named ship in action *in rem* to recover the amount of an award obtained in an arbitration on the clause of a charter-party concerning another ship which belonged to the same owners and was out of the jurisdiction. The county court judge held that the action *in rem* was maintainable in view of the judgment of FRY, L.J., in *The Heinrich Bjorn*, 10 P.D. 44. The Court of Appeal on the application of mortgagees of *The Beldis* reversed the decision of the county court, but gave leave to appeal.

The decision of a Divisional Court in *Townley Mill Company* (1919), *Ltd.* v. *Oldham Assessment Committee*, referred to in our issue of 29th June last (see 79 SOL. J. 479), has been reversed by the Court of Appeal (*The Times*, 21st December, 1935). The question arose out of the assessment for rating purposes of a cotton mill which was closed, the plant and machinery being maintained in position in the care of an engineer whose duty it was to keep the machinery in order. The Court of Appeal held that the machinery should be taken into account in enhancing the value of the hereditament. Section 24 (1) (*b*) of the Rating and Valuation Act, 1925, did not effect any alteration in the law as laid down in *Staley* v. *Castleton Overseers*, 5 B. & S. 505, and *Harter* v. *Salford Overseers*, 6 B. & S. 591.

The Marquess of Reading.

It is with profound regret that we record the passing of the Marquess of Reading, whose record of public work, both in the law and in the wider sphere of statesmanship, was altogether unique. Curiously enough, considering the extraordinary aptitude for all kinds of work and the equally extraordinary versatility in performing it he was destined to display, his earliest inclinations towards a career, first as a sailor, and then as a member of the Stock Exchange, were both doomed to ill success, and it was only when he turned to the law that he was to discover his true *métier*. As a pupil of Lawson Walton, who rose to be Attorney-General but was cut off before judicial work opened to him, the future Marquess, then only Rufus Isaacs, profited greatly by the opportunities there offered to him, and ere long he was making headway on his own account. It is sometimes asked: "What's in a name?" Often the answer must be, a great deal. So at least it proved in this case. His first name, "Rufus," was striking, and very soon the full name "Rufus Isaacs" was one to conjure with in the law. In cases relating to Stock Exchange transactions he was perfectly at home in the unravelling of their intricacies, and in commercial cases generally he was to find fame and large fees which in his case were always fully earned by the amount of time and work he put into them. Not only in heavy commercial cases but in many a *cause célèbre* he gained distinction, his forcefulness as an advocate, his striking features, and, in particular, his piercing eyes, marked him out for success in this field, and so his name became familiar far outside the ambit of the law courts. In 1898 he took silk and went on from strength to strength. Like many another successful barrister he hankered after a political career, and in 1904 he entered the House of Commons as member for Reading, from which town he was later to take his title. Although always listened to with respect, he did not gain the ear of the House so readily as some of his juniors at the Bar, such as F. E. Smith and John Simon; but though this was so, he continued to make headway in the courts, and in 1910, on the appointment of Sir Samuel Evans as President of the Probate, Divorce and Admiralty Division, he succeeded him as Solicitor-General which a few months later he exchanged for the highest office open to the Bar, namely, that of Attorney-General, and to enhance the distinction thus conferred upon him he had the then unique honour of being included in the Cabinet. Judicial office was then not far off, and in 1913, on the resignation of Lord Alverstone, Sir Rufus Isaacs became Lord Chief Justice of England—the first member of the Jewish race to attain this position—and on New Year's Day 1914 he was created a peer, with the title of Lord Reading. As the holder of this great office the new Lord Chief Justice gave universal satisfaction. In the usual case its attainment is a terminus. It was not to prove so in his case. Financial and political problems arising out of the war had to be faced; for their solution the services of Lord Reading were to be requisitioned; and to their discharge he brought to bear that diligence, skill and thoroughness which had characterised his whole work at the Bar and on the Bench. As High Commissioner and Special Ambassador to the United States, and, later, as Viceroy of India, he had much difficult and delicate work to carry out, but this he did successfully and to the complete satisfaction of the Home Government. For these and other public services he was the recipient, successively, of a Viscountcy, an Earldom and finally, a Marquisate, an accumulation of honours which were only the just recognition of what in his different spheres he had accomplished for the public weal. Great as advocate, as judge and as statesman he will long be remembered.

Mr. Henry L. Stimson, former Secretary of State of the United States, has been nominated by Holland to succeed Mr. F. B. Kellogg on the bench of the Permanent Court of International Justice.

Implied Term of Fitness in Hiring Contracts. Condition or Warranty?

Advocates whose work lies in the county courts are familiar with the "defence" to actions for instalments of rent of goods on hire and hire-purchase, that the goods were not fit for the purpose for which they were supplied. The practical question arises whether this is a matter of defence or merely a matter of counter-claim under the general law. This has sometimes been argued in the county court and in the High Court, but, so far as the writer knows, has never been the subject of a direct decision.

The position on a sale of goods is quite clear from s. 14 of the Sale of Goods Act, 1893, which provides that on a sale of goods there is an implied condition that goods which are the subject of a contract of sale shall be reasonably fit for the purpose for which they are supplied "where the buyer, expressly or by implication, makes known to the seller the particular purpose for which the goods are required, so as to show that the buyer relies on the seller's skill and judgment, and the goods are of a description which it is in the course of the seller's business to supply (whether he be the manufacturer or not)." This would, of course, apply to a sale of goods on the "deferred payments" plan, i.e., on credit by instalments.

Is there a similar condition, entitling a hirer to reject or refuse to pay rent for goods, implied in a contract of bailment? In "Halsbury's Laws of England" (1931), vol. I, p. 757, it is stated: "The owner of a chattel which he lets out on hire is under an obligation to ascertain that the chattel so let out by him is reasonably fit and suitable for the purpose for which it is expressly let out, or for which, from its character, he must be aware it is intended to be used; his delivery to the hirer amounts to an implied warranty that the chattel is in fact as fit and suitable for that purpose as reasonable care and skill can make it." This agrees with the older authorities (see "Paine on Bailments" (1901), p. 105; "Beal on Bailments" (1900), p. 208), and would indicate that there is no condition, but only a warranty of fitness, and that there is therefore only matter for claim or counter-claim when it is broken, and no ground of defence to an action on a hiring agreement or a hire-purchase agreement which contains no agreement to purchase the goods.

The authorities which are cited in support of this statement include a number of cases where damages have been awarded for breach of an implied term of fitness: *Mowbray* v. *Merryweather* [1895] 2 Q.B. 640; *Morgan & Co.* v. *Dalton* (1899), 81 L.T. 435; *Dare* v. *Bognor Urban District Council* (1912), 76 J.P. 425; *Chapman* v. *Saddler & Co.* [1929] A.C. 584.

There is, however, some authority for the proposition that the term as to fitness is a condition. In *Hyman* v. *Nye*, 6 Q.B.D. 685, 690, Mathews, J., is reported to have said: "It seems to me that what the jury ought to have been asked was, whether the carriage was, in fact, reasonably safe when it was hired by the plaintiff. The cases referred to by my brother Lindley seem to show that there is no distinction in this respect between contracts for the sale and for the hire of an article for a specific purpose, where trust is reposed in a person who, in the ordinary course of business, sells or lets to hire. The purpose and use, the time for which the article is intended to be used, seem to me the essential part of the contract." The statement that the term is exactly the same as in the sale of goods and that it is the "essential part" of the contract seem to indicate that in Mr. Justice Mathew's mind at least, it was a condition. On the other hand, it should be borne in mind that the action was for damages resulting from the hire of a defective carriage, and Mathew, J., qualified his analogy to the sale of goods with the words "in this respect," i.e., in respect of a warranty of the reasonable safeness of the carriage.

In a Canadian case (*Reynolds* v. *Roxburgh* (1886), 10 O.R. 649), cited in "Beal on Bailments" (1900), p. 208, the owner of a portable engine and boiler sued the hirer for its value. The engine had exploded soon after it had come into the possession of the hirer and while it was in the custody of a competent engineer. The owner failed, and Armour, J., said: "The lessor of a chattel for hire impliedly warrants that it is reasonably fit for the purpose for which it is let, and in the absence of negligence on the part of the defendants the lessor cannot recover. As the contract in this case was only one of hiring and not of hire-purchase, it was open to the hirer to terminate the contract on giving proper notice." There might have been a considerable injustice, however, if the contract of hiring had been for a long period, or if it had been for a hire-purchase, with a provision that a certain sum should be paid for depreciation on the hirer terminating the contract.

In the cases cited by Lindley, L.J., in *Hyman* v. *Nye, supra*, there can be found some little support for the general proposition that in hiring contracts the term of fitness goes to the root of the contract and is a condition. In *Francis* v. *Cockrell*, L.R. 5 Q.B. 501, the court spoke of an implied "contract" of fitness, but the question of a condition never arose as the action was for damages for breach of warranty.

It is true that in cases on the sale of goods before the passing of the 1893 Act the word "warranty" is used to mean "condition." This can be seen in *Randall* v. *Newson* (1877), 2 Q.B.D. 102, in which the purchaser of a carriage pole which broke and injured his horses not only recovered damages, but also recovered the value of the pole. This case was also cited by Lord Justice Lindley in *Hyman* v. *Nye, supra*, but in *Redhead* v. *Midland Railway Co.*, L.R. 4 Q.B. 379, 386, Montague Smith, J., distinguished the contract to sell and supply for a price from the contract to carry passengers for hire on the ground that in the latter case there was no absolute warranty that the carriage is free from all latent defects, although there was a duty to take due care. It is possible to distinguish a sale of goods from a hiring in the same way, but the distinction seems to be less emphatic.

It was held in *Sutton* v. *Temple* (1843), 12 M. & W. 52 (cited in support of the passage in Halsbury quoted above), that on a demise of the eatage of a field for a specific term at a certain rent there was no implied obligation on the part of the lessor that it should be fit for the purpose for which it was demised. In distinguishing this case from *Smith* v. *Marrable*, 11 M. & W. 5, Lord Abinger, C.B., said with regard to a hiring: "Admittedly the party furnishing the goods is bound to furnish that which is fit to be used. In every point of view the nature of the contract is such that an obligation is imposed upon the party letting for hire to furnish that which is proper for the hirer's accommodation." Then in discussing the obligation of a lessor of a furnished house (the question in *Smith* v. *Marrable, supra*), he continued: "So also in the case of a house infested with vermin; if bugs be found in the beds, even after entering into possession of a house, the lodger or occupier is not bound to stay in it . . . The letting of the goods and chattels, as well as the house, implies that the party who lets it so furnished is under an obligation to supply the other contracting party with whatever goods and chattels may be fit for the use and occupation of such a house, according to its particular description, and suitable in every respect for its use." The support that these words might lend to the proposition that the term of fitness is a condition entitling a hirer to terminate a contract of hiring is, however, somewhat mitigated by the fact that the true *ratio decidendi* in *Smith* v. *Marrable, supra*, was that a man who lets a ready-furnished house surely does so under the implied condition or obligation—call it what you will—that the house is in a fit state to be inhabited (per Lord Abinger, C.B.), and that on an action for use and occupation it is competent for the defendant to show "that there never was any such occupation by him of the premises as to render him liable in point of law" (per Parke, B.).

Lord Abinger, C.B., thought that it was a matter of common sense, on which no authority was needed, and it is submitted that the same reasoning applies in the case of hirings of such things as wireless sets, vacuum cleaners, motor cars and other amenities of modern life. If a hirer of one of these articles has to approach the supplier for repairs on numerous occasions during the early period of the hiring because he is not enjoying it as he should, there seems to be every sound common sense reason why he should refuse to pay rent and return the article. If, for example, a wireless set persistently howls so as to spoil all reception, the hirer is not getting that use out of it which is the object of the hiring. It is a hardship that under the usual agreement he can only return the instrument on payments of arrears of rent and a heavy sum for depreciation. The analogy of the *Smith* v. *Marrable* type of case seems to be perfect, but in view of the fact that few, if any, courts accept the view that the implied term of fitness in hiring contracts is a condition entitling the hirer to rescind, it would seem that this is a case of uncertainty, productive of injustice which would well merit the attention of the Law Revision Committee.

Company Law and Practice.

Two Recent Decisions affecting Companies.

THE first of these two decisions is one which most people probably read in their *Times* of the 3rd December last and which was reported under the title of *In re Hector Whaling Limited*. Its effect may be shortly summarised by saying it decided that the phrase "not less than twenty-one days' notice," in s. 117 (2) of the 1929 Act, means "not less than twenty-one *clear* days' notice." It may perhaps be considered strange that the point does not appear to have been decided earlier, in view of the fact that, as Bennett, J., observed, the provisions of the section in question are matters of almost daily occurrence and their application can, I think, in no way be considered a rarity. Be that as it may, I have thought it not inappropriate, and perhaps profitable, to devote these columns to-day to a brief consideration of the grounds upon which Bennett, J., based his decision.

Section 117 (2) reads as follows: "A resolution shall be a special resolution when it has been passed by such a majority as is required for the passing of an extraordinary resolution," i.e., not less than three-fourths of such members as, being entitled so to do, vote in person or, where proxies are allowed, by proxy, "and at a general meeting of which not less than twenty-one days' notice, specifying the intention to propose the resolution as a special resolution, has been duly given . . ." There follows the well-known proviso that all the members entitled to attend and vote at the meeting may validly agree to dispense with their right to receive this particular length of notice. The point arose for decision because the company had presented a petition for the confirmation of a reduction of its capital, and the special resolution for such reduction had been passed at a meeting of which notice had been given, and dated the 8th May, 1935; the notice convened an extraordinary general meeting of the company for the 30th May, 1935. In accordance with the company's articles of association, the notice was deemed to have been served on the 9th May, 1935. Bennett, J., observed that it was in the interests of everybody, and of the company, that there should be no doubt as to the meaning of the section; in his view there was no doubt, and he held that the phrase in question in s. 117 (2) meant twenty-one clear days, exclusive of the day of service and exclusive of the day on which the meeting was held. In these circumstances, he had come to the conclusion that the special resolution had not been properly passed, and

accordingly the petition was adjourned to enable the company to call a fresh meeting.

The report in *The Times* of the 3rd December does not mention any authorities upon which his lordship relied in arriving at this important conclusion; but the report in the *Weekly Notes* ([1935] W.N. 223) states that his decision was founded on the two cases of *Rex* v. *Turner* [1910] 1 K.B. 346, and *Chambers* v. *Smith* (1843), 12 M. & W. 2. To take these two cases in their chronological order, in *Chambers* v. *Smith*, the court had to decide the meaning of the phrase "not being less than fifteen days," as used in the Uniformity of Process Act (2 Will 4, c. 39, s. 3), and it eventually decided that it meant "not being less than fifteen clear days." I have intentionally used the word "eventually," because, as appears from the report, the court decided first of all that the phrase meant fifteen days, one exclusive and one inclusive; but later, feeling some doubt as to the correctness of that decision, it said that it should have the meaning which I first mentioned, this pronouncement being based upon the recital to the statute 13 Car. 2, st. 2, c. 2, s. 6, that, in actions commenced by original writs, it was necessary that there should be "fifteen days at the least" between the day of the teste and the return of the writ. These judicial waverings in *Chambers* v. *Smith* received the sympathetic regard of Channell, J., in *Rex* v. *Turner*, to which I have already referred. One of the many questions that arose for decision in this last-mentioned case was whether the words "not less than seven days," in s. 10 (4) (*b*) of the Prevention of Crime Act, 1908, meant seven clear days, as being the length of notice to be given to the proper officer of the court and to the offender. The court relied on the decision in *Chambers* v. *Smith* as being the authority containing the words nearest to those in the section which it was invited to construe, and it accordingly held that seven clear days' notice had to be given. A number of the authorities on the point of "days" or "clear days" was reviewed by Chitty, J., in *In re Railway Sleepers Supply Company*, 29 Ch. D. 204, in deciding that the interval of not less than fourteen days, which, under the Companies Act, 1862, s. 51, had to elapse between the meetings passing and confirming a special resolution of a company, was an interval of fourteen clear days, exclusive of the respective days of meeting. In that case, the first meeting was held on the 25th February, and the second meeting on the 11th March, leaving only thirteen clear days between them, exclusive of the days of the meetings. He went on to point out the general rule of law in the computation of time that fractions of a day are not reckoned, "the effect being to render the day a sort of indivisible point, so that any act done in the compass of it is no more referable to any one, than to any other, portion of it; but the act and the day are co-extensive, and, therefore, the act cannot properly be said to have passed until the day is passed": see *Lester* v. *Garland*, 15 Ves. 257; and that general rule he held applicable to the circumstances of the case.

I have, I think, said sufficient to satisfy ourselves that the decision of Bennett, J., in *In re Hector Whaling Ltd.* [1935] W.N. 223, is backed by ample authority and, in addition, is consonant with common sense. Those of my readers who may wish to delve further into the question of time as regarded by the law, I would refer to the interesting judgment of Chitty, J., in *In re Railway Sleepers Supply Co. Ltd.*, *supra*, to the cases there cited, and to the section "time" in Halsbury's "Laws of England."

The second decision to which I wish to call attention is *Hearts of Oak Assurance Co. Ltd.* v. *James Flowers & Son* (*a firm*) [1935] W.N. 164, and reported also in the issue of this journal, dated the 9th November, 1935. In the course of the hearing of the action (the facts of which need not detain us), the point arose whether a loose-leaf minute book, containing minutes of directors' meetings of the company, was admissible in evidence as a book within the meaning of s. 120 of the 1929 Act. Bennett, J., held that it was not so admissible.

Sub-section (1) of the section concerned provides that every company is to cause minutes of all proceedings of general meetings, and where there are directors or managers, of all proceedings of its directors or of its managers, to be entered in books kept for that purpose. The remaining two sub-sections enact respectively that any such minute if purporting to be signed by the chairman of the meeting at which the proceedings were had, or by the chairman of the next succeeding meeting, is to be evidence of the proceedings, and that, where minutes have been made in accordance with the provisions of the section of the proceedings at any general meeting of the company or meeting of directors or managers, then, until the contrary is proved, the meeting is to be deemed to have been duly held and convened, and all proceedings had thereat to have been duly had, and all appointments of directors, managers, or liquidators, are to be deemed to have been valid. A perusal of these two last-mentioned sub-sections should be sufficient to make clear the possible difficulties that might arise in the event of the book, in which the minutes had been entered, being declared not to be a book within the meaning of the section at all, and to be inadmissible as such in evidence.

It is to be regretted that, from the reports of the case available at the time of writing, neither the make-up and constitution of the particular book, nor the reasons upon which Bennett, J., founded his decision, are more fully set out. The book is described as consisting of a number of loose leaves held together in two covers, and at any time any number of these leaves could be taken out and any number of fresh leaves substituted therefor. Bennett, J., said that it was not a book within the meaning of s. 120, that it was most undesirable that anything from which something might be taken out, and into which something else might be put, should be used in evidence, and that he accordingly rejected the evidence.

Nothing is said about the presence, in this case, of the practical and usual safeguards to ensure that minute books shall not be tampered with, such as the numbering of pages and their initialling by the chairman or some other responsible person, the use of locks and separate keys, and so forth. Nor can we derive any assistance from the definition of the word "book" in the definition section (s. 380) of the Act, for all that is there material is the provision that "'Book and paper' and 'book or paper' include accounts, deeds, writings, and documents"; and that does not carry us any further.

It might perhaps be said that the effect of the decision is to place all loose-leaf minute books, even if they are protected by safeguards of the type to which I have referred, outside the category of a book within s. 120; for such a book is still one from which it is possible to take something out or to put something in, although the difficulty of doing so is presumably made greater as a result of the particular precautions that may have been taken. But it is submitted that that is not the correct view to take, and that that point must, in the absence of a definite decision, remain open. The most that can, I think, be said is that each case rests on its own facts, and must be considered specifically in accordance with those facts; and that, in the meantime, we can be sure that any minute book which is identical with the particular one that Bennett, J., had to consider, is no longer a book within the meaning of s. 120.

NEW STATUTES.

The following new Statutes, or parts of Statutes, came into force 1st January, 1936:—

Counterfeit Currency (Convention) Act, 1935.

Finance Act, 1935 (s. 4, except in so far as it relates to snow ploughs).

Law Reform (Married Women and Tortfeasors) Act, 1935 (s. 2 (2) and (3)).

Money Payments (Justices Procedure) Act, 1935.

National Health Insurance and Contributory Pensions Act, 1935 (ss. 1, 19, 20).

A Conveyancer's Diary.

THE "Rule in *Andrews* v. *Partington*" (1791), 3 B.C.C. 401, is a strange affair.

The Rule in *Andrews* v. *Partington*.

It is stated to be that, in the case of gifts to children as a class, "where the period of distribution is postponed until the attainment of a given age by the children, the gift will apply to those who are living at the death of the testator, and who come into existence before the first child attains that age, i.e., the period when the fund becomes distributable in respect of any one object or member of the class" ("Jarman on Wills," 7th ed., p. 1650).

So if there be a gift to "all the children of A who attain the age of twenty-one" the rule would make the gift apply only in favour of those who are born before any one of them attains that age, and would exclude all those who were born afterwards. And it would be the same if the gift had been to "all the children," etc. (see *Whithead* v. *Lord St. John*, 10 Ves. 152).

The rule is generally called the "Rule in *Andrews* v. *Partington*," although it was not established by that case, in fact it was rather severely criticised in the judgments. But it was stated to have been well established by earlier authorities and has since been consistently followed.

The rule is, it is said, based simply upon convenience, so as to enable a distribution to be made without undue delay.

In *Andrews* v. *Partington* itself Lord Thurlow remarked that he often wondered how the rule came to be decided, but he did not venture to depart from it. Mr. Jarman appears to defend the rule. He says: "Undoubtedly it would be very inconvenient, especially in the case of legacies payable *instanter*, if the shares of the children were, by reason of the possible accession to the number and object by future births, unascertainable during the whole life of their parent."

Of course, the question of convenience depends upon the point of view. As was observed in *Hart* v. *Pratt* (1798), 3 Ves. 730, at p. 732, the rule is "convenient only to those who profit by it."

If the precise gift were given effect to according to what was the obvious intention of the testator, the class entitled could not be ascertained until the death of the parent. There might be several children all of whom had attained twenty-one, but still there could be no distribution, and the share of each child could not be ascertained until the parent was dead, for there might be other children. The rule proceeds upon a consideration of the inconvenience of that state of things, but it is obviously inequitable to exclude any of the children whom the testator intended to benefit. The children born after one child had attained twenty-one would not be impressed either by the convenience or justice of the rule.

The rule has been held, however, not to apply where the testator has expressed a contrary intention. That is rather interesting for the rule itself is not based upon intention, and in fact operates in direct defiance of intention.

Thus, if there has been a direction that the period of distribution shall be postponed until the youngest child shall attain twenty-one, that intention will be carried out, although, no doubt, it might prove very "inconvenient."

In *Mainwaring* v. *Beevor* (1849), 8 Hare 44, there was a residuary gift to trustees in trust to apply the income in the maintenance of the testator's grandchildren until they severally attained the age of twenty-one, and to accumulate the surplus and to pay each of them a certain sum on attaining that age, and as soon as all of them should have attained that age to divide the fund amongst them.

It was held that the period of distribution was postponed until the youngest attained twenty-one.

Again, if there is a fixed time as the period of distribution, and not merely the attainment of a given age, the rule will not be applied so as to exclude children born within that time, although after one of them has attained twenty-one.

In *Watson* v. *Young* (1885), 28 Ch.D. 436, there was a trust to accumulate income of a fund for a period of twenty-one years after the testator's death and to hold the accumulated fund in trust for the children of a named person who should attain the age of twenty-one. It was held that all the children born during the period of accumulation were entitled, although some were born after one of them had attained that age.

It would seem, oddly enough, that the rule has no application where there are no children, who could take, living at the date of the testator's death. At least the rule has not, so far as I know, been applied to such a case.

In *Weld* v. *Bradbury*, 2 Vern. 705, a testator bequeathed certain moneys to be put out at interest, and as to a half part thereof to the children of two named persons, neither of whom had any children at the testator's death. It was held that there was an executory gift to all the children whenever born of the two persons named.

The same point was decided in *Shepherd* v. *Ingram*, Amb. 448, where there was a gift of residue to such of the children of a named person who should take a certain surname, and the gift was held to include all such children whenever born.

It appears, however, that the rule will apply where the vesting is to take place upon the happening of any given event, not only upon the attainment of majority. So if the gift were to all the children of a named person who should marry, the class would be closed as soon as one of them should marry. In fact in *Andrews* v. *Partington*, the gift was at twenty-one or marriage.

In one sense and for the benefit of some of the members of the class, the rule has its advantages. If the gift be to the children who attain twenty-one, then as soon as one of them reaches that age he will be entitled to be paid his share, on the basis that there will be no others. He may receive more later on if others then living do not reach majority, but he cannot be entitled to less.

With regard to the income accruing before the class is ascertained, the children in existence for the time being will be entitled to the whole of it, and no portion of the income will have to be retained for any who may be born in the future. It follows that the whole income is available for maintenance of the children for the time being in existence under s. 165 of the L.P.A., 1925.

Further, regarding income, it was held in *Re Holford* [1894] 3 Ch. 30, followed in *Re Mafer* [1928] Ch. 88, that in such a case, where one of the children has attained twenty-one and has been paid his share, the whole of the remaining income will be available for the maintenance of the other children, notwithstanding that the child who has so been paid has a contingent interest in the balance of the fund.

It is to be observed that although the rule in *Andrews* v. *Partington* applies to settlements as well as to wills, it will not generally have any application to marriage settlements, because in such settlements the parents have, or one of them at any rate has, almost always, a life interest and so that vesting in possession does not take place until the number of children is ascertained.

Our County Court Letter.

ACCIDENTS TO TRAVELLING EMPLOYEES.

IN *Alderman* v. *Great Western Railway Company*, at Marylebone County Court, the applicant's case was that he was a ticket collector, and his duty had caused him to leave Oxford and go to Swansea, where he had to stay the night, on the 16th January. Next morning, while going from his lodgings to the station, he slipped and broke his ankle. He claimed an award, on the ground that this was an accident arising out of his employment, but the respondents denied that it was such an accident. His Honour Judge Snagge rejected the argument for the applicant, viz., that it was as much a part

of his work to stay in Swansea as it was to travel there by train. The mere fact that the applicant was going to his work was not enough, as he was neither compelled nor expected to select any form of locomotion or any particular route. He was not at the time under the control of the respondents, and judgment was given in their favour with costs. Compare the case of a commercial traveller, as in *Dunning* v. *Binding* (1932), 25 B.W.C.C. 361, 655: 147 L.T. 520.

THE CONTRACTS OF DOMESTIC SERVANTS.

In the recent case of *Jones* v. *Hindell*, at Bloomsbury County Court, the claim was for £1 3s. as a week's wages in lieu of notice. The plaintiff's case was that he had employed the defendant as a kitchen maid, but she had left without notice, and without complaining of the behaviour of the plaintiff's son, who was a schoolboy. The defendant's case was that she had been told not to correct the plaintiff's son, who had struck her, and thus caused her to leave without notice. His Honour Judge Sturges observed that notice was not invariably necessary, in order to terminate a contract of service. An impertinent servant could be instantly dismissed, and one who was assaulted by an unruly schoolboy was equally entitled to leave without notice. Judgment was therefore given for the defendant, with costs.

THE LANDLORD AND TENANT ACT, 1927.

In the recent case of *Fellows* v. *Steward*, at Sheffield County Court, the claim was for £600 as compensation for the goodwill of the business of a tripe dealer and refreshment caterer. In 1907 the plaintiff had paid £250 for the business at No. 15 Union-street, the rent of which was £50 a year and rates. In 1919 the plaintiff had refused an offer of £600 from the defendant, who then became the landlord by buying Nos. 13, 15 and 17 Union-street. The defendant himself occupied No. 17 as a sweet and tobacco shop, and he also sold teas and light refreshments. In 1920 the plaintiff's rent was raised to £70, and in 1929 he moved to No. 13, at the request of the defendant, whose son used the ground floor of No. 15, while the first floor of No. 15 became an extension of the tea shop at No. 17. In 1934 the plaintiff received notice to quit, and he vacated the premises, under an order of the court, in 1935. Evidence was given of the turnover having increased, but the defence was that the plaintiff also had to prove that the premises could be let at a higher rent, by reason of goodwill. His Honour Judge Frankland observed that the mere fact of the plaintiff having made a reputation for cooking good tripe was not conclusive, unless goodwill could be shown to have attached to his old premises. There was no evidence that any inherent goodwill would pass either to the incoming tenant, or to the landlord, whereby he would charge a higher rent. Judgment was given for the defendant, with costs.

BANKRUPT'S LIABILITY FOR WIFE'S DEBTS.

In the recent case of *J. C. Smiths (Stratford) Limited* v. *Moy*, at Stratford-on-Avon County Court, the claim was for £9 2s. 7d. as the price of goods sold. The plaintiffs' case was that, although the defendant became bankrupt in 1931, various goods had since been supplied on credit. The previous goods had been ordered by the defendant's wife, and had always been paid for, nothing having been said about not trusting her. The defendant contended that, in 1932, he had told the plaintiffs' cashier not to give his wife credit, as he gave her all he could afford, i.e., 15s. or 16s. a week. Although his children required clothes, the defendant contended that he should have been consulted before the goods were bought. His Honour Judge Drucquer held that the defendant must have known his wife was having goods on credit, but he took no active steps to stop her. If he wished to prevent her from pledging his credit, he should have advertised. Judgment was given for the plaintiffs, with costs, payable at 10s. a month, but future credit would only be given at their risk.

RECENT DECISIONS UNDER THE WORKMEN'S COMPENSATION ACTS.

INSUFFICIENT NOTICE OF ACCIDENT.

In *Morgan* v. *Conduit Colliery Co. Ltd.*, at Walsall County Court, the applicant's case was that, on the 4th May, he had been using a sledge hammer (while laying rails) and his finger had been caught between the shaft and the rail. He washed and bandaged the finger, but the accident seemed too trivial to report, and he applied hot fomentations on his panel doctor's advice. The applicant's work was not interrupted until the 31st May, but the finger was amputated on the 6th June. His pre-accident earnings were £2 8s. 9d., but he had received no compensation nor any offer of light work. The applicant's medical evidence was that an X-ray photograph disclosed necrosis of the bone, which was caused by the bruise from the injury. The respondent's medical evidence was that necrosis could be set up by infection, without any blow, and it might be due to the applicant having wrapped his finger in a muffler, instead of using the first-aid cabinet. It was submitted that, as the respondents had been prejudiced (by the insufficient opportunity of examining the injury) the claim failed through lack of notice. His Honour Judge Tebbs observed that the applicant, against medical advice, had returned to work. If the respondents had known of the accident, they might have ordered him to rest, and the sepsis might not have developed into necrosis. It was necessary to give notice of accidents, and claims could not simultaneously be abandoned and kept alive secretly. Judgment was given for the respondents, with costs.

EYE-STRAIN AND INCAPACITY.

In *Drury* v. *Appleby-Frodingham Iron and Steel Co. Ltd.*, at Scunthorpe County Court, the applicant had had an accident in 1929 which involved the removal of his right eye. He afterwards resumed his old work, at pre-accident earnings, but in 1933 the strain of the glare from the furnaces developed a cataract in the left eye. Being unable to remain at work, the applicant claimed an award. His Honour Judge Langman (having sat with a medical assessor) observed, in a reserved judgment, that the physical disability had not caused any diminution in wage-earning capacity before 1933. In spite of having only one eye, the applicant had returned to his old work at the same wages. Judgment was therefore given for the respondents, with costs.

TUBERCULOSIS AND INCAPACITY.

In *Twigger* v. *Leicestershire Colliery and Pipe Co. Ltd.*, at Ashby-de-la-Zouch County Court, the applicant had been working in the pit, and had had a blow on the nose and chest from a pit prop on the 26th January, 1935. The bruise on his chest had set up pulmonary tuberculosis, and total incapacity had resulted. The pre-accident earnings were £2 19s. 10d., and compensation at £1 9s. 11d. had been paid for some weeks. As the applicant was too ill to attend, his evidence had been taken on commission, and his medical evidence was that there was no evidence of tuberculosis before the blow on the chest. The respondents admitted the blow on the nose (which had been fractured) in respect of which compensation had been paid. The incapacity had ceased from that cause, and liability was denied with regard to the blow on the chest and its alleged consequences. His Honour Judge Galbraith, K.C., held there had been substantial injury to the chest, which had influenced the disease. An award was therefore made for the continuation of compensation, at £1 9s. 11d. a week, as from its suspension on the 13th March, 1935.

Sir Vincent Baddeley, K.C.B., and Mr. J. W. Beaumont Pease have been appointed Directors of the Alliance Assurance Company.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Statute-barred Costs.

Q. 3252. A solicitor does conveyancing work for his client in 1922. No bill is delivered until 1933. The costs have not been paid and the solicitor wishes to sue for the amount due. Perhaps you will kindly let me have your opinion as to whether the debt is statute-barred. Does the period of limitation begin to run from the date the work is completed or the date of delivery of the bill? It appears that the solicitor's right of action does not accrue until the expiration of one month from the delivery of his bill of costs. The solicitor has in his possession the title deeds of the property in respect of which the work was performed, and has a lien on them for the costs of the transaction and also for other costs which are definitely statute-barred. If the solicitor sues for the costs of the transaction and is successful, does he lose his right of lien in respect of the other costs? Alternatively, if the Statutes of Limitation are successfully pleaded so far as regards the costs of the transaction in 1922, does the mere fact of having sued for the costs prejudice his right of lien in respect of those costs? Other costs for which the solicitor proposes to sue are for deducing title on behalf of the mortgagor in a building society mortgage. The solicitor acted for both parties and charged the society's usual scale fee, as shown by the prospectus. Does this preclude him from charging the mortgagor's solicitor's costs?

A. A solicitor's right of action for his costs arises when the business for which he is retained is completed, and not when he renders his bill. Section 37 of the Solicitors Act, 1843 (now s. 65 of the Solicitors Act, 1932), does not interfere with the date when the cause of action arises, but only affects the methods by which the solicitor may enforce his right: see *Coburn* v. *Colledge* [1897] 1 Q.B. 702. The cause of action in the present case therefore appears to have arisen in 1922 and the costs are now statute-barred. In the absence of express directions to the contrary, a solicitor has a general lien on the client's documents in respect of his costs against that client: see *Ex parte Sterling* (1809), 16 Ves. 257, so that if he recovers part of his costs he may exercise his right of lien in respect of the remainder. Although the right of action may be barred by the Statute of Limitations, the remedy by way of lien is not lost, and the solicitor may enforce this right even in respect of statute-barred costs: see *In re Carter; Carter* v. *Carter*, 53 L.T. 630, and *In re Brockman* [1909] 2 Ch. 170. It is stated in the question that the solicitor has a right of lien on the deeds "for the costs of the transaction and also for other costs." If this is so, then he may exercise his right of lien in respect of the statute-barred costs, but the position should be examined carefully to see that the lien does not attach only in respect of the costs of the particular transaction. The prospectus of the building society should be examined carefully. These generally state that, where the society's solicitors are instructed by the mortgagor to act on his behalf, then they will be prepared to undertake the work at a fixed (and reduced) scale of remuneration. If it is so in this case, then the solicitors will be precluded from charging the full mortgagor's scale under the Order of 1882. If there is no such provision in the prospectus, then the mortgagee's solicitors will be entitled to their full scale fee in respect of their work for the mortgagor, notwithstanding that they may have charged a specially reduced fee so far as the mortgagee is concerned.

Intestacy—Death of Administratrix before 1926 and without conveying to the Heir-at-Law—L.P.A., 1925, Sched. I, Pt. II, para. 3.

Q. 3253. A has contracted to sell to B certain freehold property, and in the contract A is purporting to sell as estate owner. On investigating the title, the following facts are discovered: The property was conveyed by way of sale to X in 1907 in fee simple; X mortgaged the property in 1908 to Y; X died in 1916 intestate, leaving W his widow and Z his eldest son and heir-at-law, and letters of administration were taken out in 1918 by W. In 1920, Y reconveyed the property to W, as part of the estate of X, deceased. W died in 1922 intestate, without executing any assent on conveyance. In 1924, Z, after reciting (1) the death and grant of administration to the estate of X; (2) the death of W; and (3) the fact that he, Z, was "the eldest son and heir-at-law" of X, deceased, executed a voluntary conveyance of the property to A, his brother. Can A, by virtue of the transitional provisions of the L.P.A., 1925, convey the property to B as estate owner, without any vesting assent, in favour of himself, or, having regard to the L.T.A., 1897, s. 3, will a grant *de bonis non* have to be taken out to the estate of X and the property then be vested in A by the administrator?

A. It is thought that the legal estate vested in A by virtue of L.P.A., 1925, Sched. I, Pt. II, paras. 3 and 6 (*d*): see Emmet "Notes on Perusing Titles," 12th ed., vol. I, p. 345.

Colonial Movables—Valuation for Estate Duty.

Q. 3254. A, who died in 1935, domiciled in England, owned considerable colonial movable property. In view of the very adverse rate of exchange, can an appropriate deduction be properly made against the value for English estate duty? The estate has to be realised and the cash remitted to England.

A. Colonial movables are ordinarily valued at the same price as valued for grant of administration in the colony, taking the current rate of exchange at death for conversion into English currency. In regard to movables in most British dominions or colonies other than South Africa, an allowance for duty paid in the dominion or colony is made against English estate duty on the same assets.

Pre-1926 Appointment of New Trustees—Vesting Declaration—Mortgage of Leaseholds—Recital of Intention to Transfer—Transitional Provisions of L.P.A., 1925.

Q. 3255. In 1894 a mortgagee of leaseholds died leaving a will, devising and bequeathing his real and personal estate to A, B and C, upon trust for sale and appointing them executors, and they all proved the will. A died in 1914, and shortly afterwards B and C appointed by deed X, Y and Z to be trustees of the will of the mortgagee, and the deed of appointment contained a recital of intention to transfer the mortgage into the names of X, Y and Z. The deed contained the usual vesting declaration. Actually the mortgage was never transferred. Therefore, immediately prior to the passing of the L.P.A. the mortgage was still vested in B and C, the mortgage term not having passed to X, Y and Z as the result of the deed of appointment. It is contended that, by virtue of the transitional provisions contained in the 1st Sched. to the L.P.A., 1925, Pt. II, para. 3, the legal estate in the mortgage

term is now vested in X, Y and Z, who can, therefore, sign a statutory receipt in discharge of the mortgage? Your opinion on this contention would be appreciated.

A. We think that the contention is probably correct. The new trustees were equitably entitled to have the mortgage term transferred to them. We cannot see anything in para. 7 of L.P.A., 1925, Sched. I, Pt. II, to prevent the vesting. As a matter of precaution we suggest, however, that it would be advisable to have, if possible, a present transfer of the security to X, Y and Z in the common form to put the matter beyond doubt.

Settled Land—Cesser of Life-Tenant's Interest by Re-marriage—Remainder in Undivided Shares—S.L.A., 1925, s. 36—Sale.

Q. 3256. AB died in 1916, having by his will appointed his widow CD, and EF to be trustees and executors thereof. He devised and bequeathed all his property to his trustees upon trust to pay the income thereof to CD so long as she remained his widow, and on her death he gave and bequeathed all his estate to a brother (now dead) and two children of a sister in three equal shares. If CD should re-marry, then out of his estate he bequeathed her a legacy and directed the residue of his estate should be divided as provided at decease of CD. CD and EF both proved the will. No assent in favour of CD has been made. EF is dead and CD has now re-married. The only property subject to the trusts of the will is real estate which is now to be sold. As CD has re-married, it is apprehended that she is no longer tenant for life. Can CD give a good title by appointing another trustee jointly with herself for the purposes of the S.L.A., 1925, and such trustees sell under powers of a tenant for life (s. 23 (1))? Can trustees be appointed of a settlement which has apparently ended? L.P.A., 1925, 1st Sched., para. 6 (*c*), vested the legal estate in CD. Did her re-marriage divest the legal estate? What steps should be taken to make a good title to the real estate?

A. The position provided for by S.L.A., 1925, s. 36, has arisen, and the real estate is now vested in CD as the surviving trustee for the purposes of the S.L.A., 1925 (see s. 30 (3) of that Act), upon the statutory trusts CD should appoint an additional trustee of such statutory trusts when the way will be clear for a sale by her and her co-trustee. We do not think that s. 23 of the S.L.A., 1925, is in point. There is no question of appointing an additional trustee of the settlement. It is agreed that CD took the legal estate upon the 1st January, 1926, by virtue of L.P.A., 1925, s. 39, and 1st Sched., Pt. II, paras. 3 and 6 (*c*). This legal estate would not be divested by reason of the cesser of her terminable life interest.

Notice to Quit Shed.

Q. 3257. A has been tenant of B for a number of years of a shed, the tenancy being a verbal one commencing at Lady Day at a rental of 2s. weekly, which in fact has been paid yearly. B has recently sold the land upon which this shed stands to a local authority, who propose to utilise the site for re-housing persons from a clearance area under their Housing Act powers, and A anticipates being served with a notice to quit.

(1) What length of notice is, in your opinion, necessary to terminate A's tenancy, and so enable the local authority to obtain possession of the shed? and

(2) Is A entitled to any, and (if so) what, compensation for disturbance?

A. (1) The fact of payment having been made yearly does not make the tenancy other than a weekly tenancy. A week's notice is sufficient to terminate the tenancy.

(2) A is not entitled to compensation for disturbance, as there is apparently no business carried on at the shed, and therefore no claim arises under the Landlord and Tenant Act, 1927. The premises are also not within the Agricultural Holdings Act, 1923.

Liability of Golf Clubs.

Q. 3258. A and B are both members of a golf club which is owned by a proprietary company. A drives a golf ball and injures B. What is the position of the proprietors? Are the proprietors under any liability to B for the injuries which he has sustained, and does it make any difference if B's injuries were caused through his negligence in not seeing that A was about to drive a golf ball in his direction? It may be argued that B was negligent in not keeping a look-out for A, and it may equally be argued that A was negligent in driving off in B's direction whilst he was within close range and without giving B any warning that he was about to do so.

A. As A and B are both members, they must be taken to be aware of, and to have accepted, the risks of playing on the course. The question does not state whether they were partners or opponents, or whether they were playing in different matches. In any event the proprietors are under no liability to B, and the points raised in the question do not arise—as far as the proprietors are concerned. If B sued A, however, the points raised would be relevant. On the facts stated, B has no case, even against A. Even if the danger of a particular approach had been previously pointed out, the proprietors might be under a liability to a visitor, but not to a member: see *Yates* v. *Bradbury* (1929), 73 Sol. J. 38.

De-control of part of Dwelling-house used for Business Purposes.

Q. 3259. A, a client of ours, was the tenant of a dwelling-house and shop, and resided in the upper portion of the house, and carried on business in the shop, and there is no doubt that he was a protected tenant. Some years since, A ceased to reside on the premises, the upper portion of which he let to B, but he has continued to carry on business in the shop up to the present time. A has been served with notice to quit the premises. Has A lost the protection of the Rent Acts by reason of ceasing to reside on the premises? It is assumed that B will be protected in his occupation of the upper part of the house in which he resides. This seems to be the effect of the case of *Catto* v. *Curry* [1926] 1 K.B. 461.

A. It appears to be clear that A has lost the protection of the Rent Restrictions Acts: *Haskins* v. *Lewis* [1931] 2 K.B.1; but that B is protected: *Catto* v. *Curry* [1926] 1 K.B. 460.

Whether Dwelling-house De-controlled.

Q. 3260. A landlord owns a house which ten years ago was controlled. The landlord had a tenant waiting for it. The tenant was fully aware, having been told by the landlord, that the house would be de-controlled and a rental had been agreed upon. When the property became empty, in order to convenience the incoming tenant, the landlord allowed the key to be given direct by the outgoing to the ingoing tenant. The new tenant pays the higher rent, the house being regarded as de-controlled. The house is also registered as a de-controlled house under the Rents Act, 1933. The tenant is now objecting that she will not pay more than the controlled rent, as the house is not de-controlled, owing to the fact that my client never had actual possession of the key ten years ago. Your opinion will be valued as to whether the house is de-controlled or not.

A. The house does not appear to be de-controlled, as the landlord does not appear to have come into "actual possession" within the meaning of s. 2 (1) of the Rent and Mortgage Interest Restrictions Act, 1923. There appears to have been merely a change of tenancy made with the landlord's consent (see s. 2 (3)). See also *Hall* v. *Rogers* (1925), 133 L.T. 44; *Jewish Maternity Home Trustees* v. *Garfinkle* [1926] 95 L.J. K.B. 766; *Caledonian Heritable Estates* v. *Methven* [1929] S.C. 39; *Ogden* v. *Fawthorp*, "Estates Gazette Digest," 1926, p. 317; *Fairlight* v. *Thurgood*, "Estates Gazette Digest," 1929, p.7; *Challen* v. *Murray*, "Estates Gazette Digest," 1929, p. 19.

To-day and Yesterday.

LEGAL CALENDAR.

30 DECEMBER.—At Paris, on the 30th December, 1869, Jean Baptiste Tropmann was found guilty of eight murders, having deliberately wiped out a whole family in the execution of a scheme to possess himself of their property. He wormed his way into the confidence of Jean Kinck, and took him to Alsace, where, in a secluded place, he disposed of him by means of a flask of wine mixed with prussic acid. Then, by a system of fraud and forgery, he induced Madame Kinck and her six children to come to Paris to join her husband. In a lonely place near the capital, he battered them all to death, burying them in a clover field. A defence of insanity failed, and Tropmann was condemned to death and guillotined. He was barely twenty.

31 DECEMBER.—Of all the legal figures of the Commonwealth, Oliver St. John was the strangest. A moody, taciturn man and an inveterate republican, "he was the dark lantern and privy counsellor in setting up and managing affairs" in the Protector's time, and the influence he exercised on the constitutional struggles of the day was second only to that of Cromwell. It was he who led the defence of Hampden and hounded Strafford to his death. In 1648, he became Chief Justice of the Common Pleas, though affairs of state and diplomatic missions left him little time for judicial duties. Spared at the Restoration, he died on the 31st December, 1673.

1 JANUARY.—On the 1st January, 1712, Chief Justice Trevor became Baron Trevor of Bromham, the first Chief Justice of the Common Pleas to be a peer.

2 JANUARY.—On the 2nd January, 1685, Sir Harbottle Grimston, Master of the Rolls, died of apoplexy, being then over eighty years old. He was buried near Bacon in the chancel of St. Michael's Church near St. Albans. "He had a nimble fancy, a quick apprehension, a rare memory, an eloquent tongue and a sound judgment. He was a person of free access, sociable in company, sincere to his friends, charitable to the poor and an excellent master to his servants."

3 JANUARY.—On the 3rd January, 1835, Lord Brougham, seeking a temporary retreat from England, after his final hopes of once again holding the Great Seal had vanished, founded the fortunes of Cannes by buying land there to build a house. There, in the Chateau Eleanor Louise, which he named after a beloved daughter who died in 1839, he never failed to spend some months in each year. The place that he found a mere village became, thanks to his influence, a great and important centre, which has not forgotten its versatile English founder and has commemorated him with a monument. There he died and there he lies buried.

4 JANUARY.—In 1846 and 1847 Ireland was in the grip of the great potato famine. Starvation and disease decimated the people, and with misery, robbery and violence increased. The gaol became a refuge from hunger and murder a commonplace. The Government's answer was the Coercion Bill of December, 1847. The offenders in various districts were tried by special commission. On the 4th January, 1848, Blackburn, C.J., opened the commission at Limerick. He referred to "that calamity under which this country has by the Providence of God been lately placed," but considered that the distress had not stimulated any of the outrages in the calendar. He also warned sufferers that wrongs could not be redressed by violation of the law.

5 JANUARY.—On the 5th January, 1692, John Hay, Earl of Tweeddale became Chancellor of Scotland. Though not one of the ablest statesmen of his time, he was enlightened and straightforward, honourable and patriotic. He held office till 1696. when he came to grief over the great Darien Scheme which, by colonising the Isthmus of Darien with Scots, was designed to bring Scotland all the trade of the East. He had supported the plan, but the violent disapproval of England caused the King to dismiss him.

THE WEEK'S PERSONALITY.

Lord Trevor is thus described in the account of the judges given by Lord Cowper to George I upon his accession: "The first is an able man, but made one of the twelve lords, which the late ministry procur'd to be created at once (in such haste, yt few, if any, of their patents had any preamble, or reasons of their creation), only to support their Peace, which the House of Lords, they found, would not without that addition. From that time, at least, he went violently into all the measures of that ministry and was much trusted by them; and when they divided, a little before the queen's death, he sided with Lord Bolingbroke; and for so doing, 'tis credibly said, was to have been made Lord President. Many of ye lords think his being a peer an objection to his being a judge; because, by ye constitution ye judges ought to be assistants to the House of Lords which they can't be if a part of that body. There is but one example known of the like; which is that of Lord Jeffreys . . . 'Tis natural to think ye other judges stomach ye distinction, while he is among them: and 'tis said yt ye suitors dislike ye difference they find in his behaviour to them since he had this distinction. He is grown very wealthy." He was admittedly an able and an upright judge, but in politics wholly inconstant.

THE JUDGE'S SLIP.

The Medical Officer of Health for Newcastle recently stated that anyone who falls into the Tyne contracts septic broncho-pneumonia as a result of the inhalation of the water. It would be interesting to know how long it has been so poisonous, for a learned and piscatorial friend assures me that he himself has seen a salmon of immense proportions disporting itself in the region of the docks, apparently unharmed by pollutions. Certainly immersion was not yet deadly when the dignified Mr. Baron Graham suffered his unfortunate tumble from the terrace of the Mansion House. A little more than a century ago, this judge stood as the embodiment of equanimity, urbanity and the most old-world courtesy. When, therefore, visiting Newcastle as a judge of assize, he had the misfortune to fall into the Tyne, his adventure inspired a long poem which is among the most curious footnotes to judicial history. The scene opens in the assize court:—

"The jailor for trial had brought up a thief
Whose looks seemed a passport to Botany Bay;
The lawyers, some with and some wanting a brief,
Around the green table were seated so gay."

INQUEST ON HIS LORDSHIP.

The expectation of jurors, witnesses, attorneys and clients is described:—

"When tidings arrived which dissolved them in tears
That my lord at the dead-house was then lying drowned."

Thither the whole town flocked and—

"The dead-house they reached where his lordship they found
Pale, stretched on a plank, like themselves out of breath;
The coroner and jury were seated around
Most gravely inquiring the cause of his death."

Then came the evidence.

"The Mansion House butler thus gravely deposed:
'My lord on the terrace seemed studying his charge,
And when (as I thought) he had got it composed,
He went down the stairs and examined the barge.
First the stem he surveyed; then inspected the stern;
Then handled the tiller and looked mighty wise.
But he made a false step when about to return,
And into the river straight tumbled Lord 'Size.'"

Other witnesses followed, including the bargees who pulled him out, and the poem goes on to describe the deliberation of the jury when, suddenly, the judge gave a groan and opened his eyes. His coach was called and he returned to the Mansion House apparently little the worse for his misadventure.

Reviews.

Modern Equity, being the Principles of Equity. By HAROLD GREVILLE HANBURY, B.C.L., M.A., Fellow of Lincoln College, Oxford, of the Inner Temple, Barrister-at-Law. 1935. Royal 8vo. pp. l and (with Index) 735. London: Stevens & Sons, Ltd. 30s. net.

This is a book for the advanced student rather than the practitioner. To the former it may be confidently recommended as a valuable addition to the existing text-books on the subject with which it is concerned. The law of trusts is exhibited as the mainspring of equity, more than half the contents of the work being arranged under this heading. Thus the equitable doctrine of part performance, the author considers, falls as naturally under the head of trusts as the kindred doctrines of satisfaction and ademption under that of administration of assets—all three being closely related in that they are traceable to the maxim "equity imputes an intention to fulfil an obligation." Among the reasons assigned for the treatment of mortgages under the same heading is that the rule in *Dearle* v. *Hall* (1823), 3 Russ. 1, "lies across the frontier of the territories of trusts and mortgages, for it regulates priorities among several mortgagees of the interest of a *cestui que trust*." Excellent introductory chapters discuss such matters as the doctrine of *bonâ fide* purchaser, the juristic nature of equitable rights and interests and the relations of equity with common law, while the third part of the work is concerned with administration of assets, ademption and satisfaction, election, specific performance, injunctions, cancellations and rectifications, etc. Partnership and guardianship of infants are regarded as subjects better studied in their appropriate text-books and are not therefore dealt with. There is a useful index.

Slater's Mercantile Law. Ninth Edition, 1935. By R. W. HOLLAND, O.B.E., M.A., M.Sc., LL.D., and R. H. CODE HOLLAND, B.A. (Lond.), of the Middle Temple, Barristers-at-Law. 1935. Demy 8vo. pp. xlii and (with Index) 643. London: Sir Isaac Pitman & Son, Ltd. 7s. 6d. net.

For thirty years this text-book has been familiar to students, and now, in its ninth edition and fourth revision during the past six years its pre-eminent qualities give it a bigger claim than ever on the attention of those concerned with legal education. Its short historical introduction on the influence of Chief Justice Coke, Lord Holt and Lord Chief Justice Mansfield in incorporating mercantile custom into the common law of England adds immensely to the value of the work. All important cases are adequately dealt with in the text. *L'Estrange* v. *Graucob* [1934] 2 K.B. 294 (curiously misprinted "Gran" in both the text and the case index), dealing with the result of signing printed contracts; *Robinson* v. *Graves* [1935] 104 L.J. K.B. 441, which settled the old controversy whether a contract to paint a picture was a contract for the sale of goods or for work and materials in favour of the latter; *Trollope and Sons* v. *Martyn Bros.* [1934] 2 K.B. 435, on refusal to complete by a vendor after an estate agent had introduced a ready and willing purchaser; and *London Jewellers Ltd.* v. *Attenborough* [1934] 2 K.B. 206, on the passing of property in goods on a sale, provide examples of the excellent manner in which the book has been brought up to date. Teachers and students will be particularly grateful for the appendix in Pt. VII of Select Cases, which contains a full statement of the facts of some ninety-eight cases, together with important extracts from the judgments. The editors have fully grasped the principle that the best method of teaching mercantile law or anything else is by examples. The passing of the Arbitration Act, 1934, the Law Reform (Miscellaneous Provisions) Act, 1934, and the Local Government Act, 1933 (repealing s. 174 of the Public Health Act, 1874), necessitated the re-writing of portions of the text, and a special Addendum contains the Law Reform (Married Women and Tortfeasors) Act, 1935, which received the Royal Assent as the book was going to press. This is a work which challenges comparison both in quality and comprehensiveness with any other book dealing with the same subject-matter.

A Treatise on Medical Jurisprudence. By BENTON S. OPPENHEIMER, LL.B., LL.M., of the Cincinnati Bar, and Professor of Medical Jurisprudence, University of Cincinnati. 1935. Demy 8vo. pp. xi and (with Index) 290. London: Baillière, Tindall & Cox. 18s. net.

This volume has been developed out of a series of lectures on Medical Jurisprudence delivered by the author in the College of Medicine of Cincinnati University; and, although produced in the U.S.A., is of general interest to the legal profession in Great Britain, since the medico-legal problems which confront us here are similar in almost every respect to those which arise in America. The volume also deals with the regulation of medical societies in America and with the conduct of evidence and the position generally of the medical witness there in the courts. Dying declarations and numerous other ancillary matters come under review in a book full of practical suggestions and interest to both the legal and the medical professions.

Books Received.

The Howard Journal. Vol. IV. No. 2. 1935. London: The Howard League for Penal Reform. 1s. net.

List of State Institutions, Certified Institutions, Certified Houses and Approved Homes for Mental Defectives in England and Wales. 1935. London: H.M. Stationery Office. 1s. 6d. net.

Imprisonment by Justices for Non-payment of Money. By WALLACE THODAY, LL.B., Clerk to the Lord Mayor, London. 1936. Crown 8vo. pp. xii and (with Index) 174. London: Butterworth & Co. (Publishers) Ltd.: Shaw & Sons, Ltd. 12s. 6d. net.

Radiodiffusion. No. 1. October, 1935. Geneva: International Broadcasting Union. 2 francs.

The Law relating to Carriers' Licences under the Road and Rail Traffic Act, 1933. By ERIC F. M. MAXWELL, of the Inner Temple and Northern Circuit, Barrister-at-Law. 1936. Demy 8vo. pp. xi and (with Index) 330. London: Sweet & Maxwell, Ltd. 15s. net.

National Health Insurance. By W. J. FOSTER, LL.B. (Lond.), of Gray's Inn, Barrister-at-Law, and F. G. TAYLOR, Fellow of the Institute of Actuaries. Second Edition. 1935. Demy 8vo. pp. xv and (with Index) 278. London: Sir Isaac Pitman & Sons, Ltd. 7s. 6d. net.

The Scottish Law Directory, 1936. Forty-fifth year. Edinburgh: William Hodge & Co., Ltd. 10s. net.

Michael and Will on the Law relating to Gas and Water. Vol. I: Gas. Eighth Edition. 1936. By HAROLD I. WILLIS, B.A., B.C.L., of the Middle Temple, Barrister-at-Law, and LESLIE F. STEMP, B.A., LL.B., of the Middle Temple, Barrister-at-Law. Royal 8vo. pp. lxxvi and (with Index) 683. London: Butterworth & Co. (Publishers) Ltd. 50s. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London, Liverpool and Birmingham.]

Obituary.

LORD READING.

The Marquess of Reading died in London on Monday, 30th December, 1935, at the age of seventy-five. Rufus Daniel Isaacs, who was educated at University College School, and afterwards at Brussels and Hanover, was called to the Bar by the Middle Temple in 1887. He took silk in 1898. In 1904 he became member of Parliament for Reading, and in 1910 he was appointed Solicitor-General. A few months later he was appointed Attorney-General, and in 1912 he was made a member of the Cabinet. He became Lord Chief Justice in 1913. Created a baron in 1914, with the title of Lord Reading, he became Viscount in 1916 and Earl in 1917. In 1921 Lord Reading accepted the Viceroyalty of India; and on his return to England in 1926 he was elevated to a Marquisate. An appreciation appears at p. 4 of this issue.

MR. A. M. B. BREMNER.

Mr. Alexander Martin Bunster Bremner, barrister-at-law, of Paper-buildings, Temple, died in London on Thursday, 26th December, 1935, at the age of eighty-nine. Mr. Bremner was educated at King's College School and Trinity College, Cambridge, and was called to the Bar by the Inner Temple in 1869. He practised on the South-Eastern Circuit. He was Treasurer of the Inner Temple some years ago, and was also a member of the Committee on Income Tax Law Codification.

MR. S. E. WILLIAMS.

Mr. Sydney Edward Williams, barrister-at-law, of New-square, Lincoln's Inn, died on Friday, 20th December, 1935. Mr. Williams, who was called to the Bar by Lincoln's Inn in 1874, had been a valued contributor to THE SOLICITORS' JOURNAL for a great number of years.

MR. F. TROTMAN.

Mr. Fiennes Trotman, solicitor, senior partner in the firm of Messrs. Kitson & Trotman, of Beaminster, died on Saturday, 21st December, 1935, at the age of seventy-three. Mr. Trotman, who was admitted a solicitor in 1886, was the first chairman of the Beaminster Parish Council. He was vice-president of the Dorset Law Society.

MR. C. W. WRIGHT.

Mr. Charles William Wright, solicitor, senior partner in the firm of Messrs. Wright, Becket & Pennington, of Liverpool, died on Wednesday, 18th December, 1935. Mr. Wright, who was admitted a solicitor in 1895, was president of the Incorporated Law Society of Liverpool in 1932–33.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

The Legal Education of Articled Clerks.

Sir,—Although one may not feel able to agree in every particular with the suggestions made by Mr. Herbert Warren in his very interesting paper on "Legal Education" read at the Provincial Meeting of The Law Society at Hastings in 1935, there can be no doubt that he has succeeded in drawing the attention of the general body of solicitors to a subject which, while it has, undoubtedly, engaged the very serious and anxious attention of the Council and of its Legal Education Committee, usually receives scant consideration at general meetings of the members of the Society.

This is not to imply that the subject is one in which the profession takes no interest or a lukewarm notice only. Far from it. Almost any solicitor who has made himself responsible for the education of an articled clerk in the practice of his profession will probably have a great deal to say (and to say with some force) about the compulsory year's attendance at The Law Society's School, while the average articled clerk, not a graduate in law, who is compelled to attend the school during a year of the term of his articles, will, whatever may be his views upon the advantages to be derived from the tuition available at the school, almost certainly be opposed to the interference with his office work which this compulsory attendance entails.

The articled clerk's criticism is mainly aimed at—

(1) The academic and unpractical nature of the tuition,

(2) The excessive size of the classes, which prevents a student receiving much individual attention, and

(3) The tendency to suit the lectures to the capacity of the more advanced rather than to that of the backward or less intelligent student,

while principal and clerk will probably have a great deal to say concerning the entire disregard of their convenience and interests in the arrangement of the hours of the lectures and classes. It is not too much to say that the obligation of a year's attendance at the school during the period of articles which is imposed upon the majority of articled clerks deprives them for the best part of one of the few years of their term of the opportunity of carrying out practical office work of any real value. Supporters of the school may deny this, but one has only to refer to the time-table of lectures and classes to realise that, if the clerk has to attend these, any continuity in his office work becomes an impossibility. Matters entrusted to him, from dealing with which throughout—under supervision, of course—he might learn so much, cannot stand over while he is engaged at the school and have to be transferred into the hands of another.

Even if the student lives in or near London or one of the centres in which the Society has provided a school, this interference with his office work and routine is a sufficiently serious matter, but it must be disastrously intensified in cases where the clerk has to make a long journey from his home to the school.

It might be inferred from Mr. Warren's paper that he is in favour of the abolition of compulsory attendance at the school. Even if there were a general consensus of opinion that this is desirable, abolition would not appear to be possible without the repeal of s. 32 of the Solicitors Act, 1932. When the Society took its share of the New Inn and Clifford's Inn purchase money it lost its independence in the control of the system of legal education of future solicitors, and it is probably far more difficult nowadays to effect any radical change than it would have been before 1922, when by s. 2 of the Solicitors Act of that year (replaced by s. 32 of the Act of 1932) attendance at a law school was first made compulsory, but, if compulsory attendance at the school cannot now be dispensed with, cannot something be done to make the school an instrument of real value in legal education?

If the criticism which one knows is levelled at the school is justified, the defects in its methods should be remedied, and it might serve a very useful purpose indeed in imparting to the student *before* he enters upon his articles a sound elementary knowledge of the principles of the law and, perhaps, some explanation of the nature of the documents and proceedings with which the articled clerk is likely to be concerned.

From the point of view of the articled clerk, his parents or guardian and the solicitor to whom he is articled, the desirability of insisting upon the clerk affording some evidence of his capacity for acquiring legal knowledge *before* entering upon his articles is apparent.

It must frequently happen that a boy or young man who has not taken a law degree succeeds in passing the Preliminary Examination or some exempting examination in general knowledge, and, more or less light-heartedly, enters into articles but never succeeds in passing the Intermediate Examination. To fail to do so after several attempts will almost

certainly indicate the absence of the legal mind, and, if this is not present, a grievous loss of both time and money may have been entailed.

The clerk will have lost time and the opportunity of looking for employment in some other profession or business in which he might display greater ability; the parent or guardian, who pays the piper, is the loser of hard cash (the amount of the premium and stamp on the articles), and the solicitor both time and (if the clerk is really incompetent and has neither the legal mind nor ordinary common-sense) patience and temper also—a loss for which the premium paid to him may hardly be sufficient compensation. The solicitor might, as a matter of grace, feel disposed to return a part of the premium on hearing the welcome news that a really hopeless articled clerk was abandoning his articles, but what of the stamp duty on the articles and what of the fees paid to the Society? Is there any recorded instance of the return of these?

It is very gratifying to find that Mr. Bischoff, the Chairman of the Council's Legal Education Committee, considers that a suggestion made some time ago that a compulsory year of legal education before the articles should be imposed is a right one and will come, but it is rather astonishing to note that the profession was not ready for so revolutionary a change and the idea dropped. Was it, in fact, so revolutionary, or, if it seemed so "some time ago," would it appear to be so now?

Under Regulation 2 of the regulations made on the 29th July, 1932, under para. 7 of the First Schedule to the Act of 1932, a person who *before* entering into articles of clerkship has passed, in accordance with the regulations set out in the regulation under notice, the examination held by the Council of the Society thereunder shall be capable of being admitted and enrolled as a solicitor after serving under articles to a practising solicitor for four years.

Very briefly, these regulations provide that a person who has passed the Society's preliminary examination or an exempting examination and been admitted as a student, has attended the lectures and classes at the Society's School of Law for a whole teaching year and has passed, either as a whole at the end of the teaching year or in sections at the end of each term, the Society's examination, based on the courses of study undertaken by the student, may obtain a year's exemption from his articles. This regulation, though permissive only, recognises the principle of a student obtaining a reduction in his period of service by pursuing a course of legal study and passing an examination *before* he is articled. This course of education is known as "The Course before Articles."

To make such a regulation compulsory instead of merely permissive would not seem to be a much more "revolutionary" change than that made in 1922, when attendance at the Society's School, until then purely voluntary, was made, in the great majority of cases, compulsory.

One can, perhaps, hardly go so far as Mr. Warren in suggesting that the Final Examination in law should be passed before articles, but it may well be thought that the present scheme of education is capable of improvement, and that far more effective use might be made of the Society's School as a means of imparting legal education before articles. A strengthening of the tutorial staff by the addition of more practising solicitors with teaching ability (if obtainable) would be a great advance.

An enquiry into the methods of the Society's School and the remedying of such defects as those of which complaint is so frequently made might usefully be instituted.

When one knows that the Legal Education Committee of the Council must have considered, and *ad nauseam*, many schemes for improvement of the present system, it may seem rather unnecessary and, perhaps, impertinent for one who cannot claim to be an expert on the subject, to put forward suggestions, but in view of the exceptional interest aroused by Mr. Warren's paper, an outline of a scheme, differing from his in more than one particular, may be excused.

This scheme might be as follows:—

(1) Unless the student has already passed an examination exempting him from the Preliminary Examination, he should pass that examination, which, perhaps, might be made more difficult.

(2) Unless the student is a graduate in law or a barrister or a Scottish advocate, writer or solicitor, or a ten-year man, he should be required to give whole-time attendance at an improved and re-organised Law Society's School and to pass its terminal examinations, and, at the end of the year, to pass an examination equivalent to and in substitution for the present Intermediate Examination (both Law and Accountancy); students with a law degree to be required to pass in accountancy only and to be allowed to take that part of the examination at any time during articles.

(3) Every intending articled clerk should have the consent of the Society to his entering into articles (see cl. 2 of the Solicitors Bill, 1935), such consent only to be granted on certificates of exemption or of passing the examinations mentioned in (1) and (2).

(4) On obtaining the consent (and not until then) the student should be qualified to enter into articles.

(5) In every case the term of articles to be three and a-half years, but attendance at the principal's office should not be insisted upon during the last six months of the articles, provided that the principal is reasonably satisfied that the clerk is, during this last six months, studying for the Final Examination, for which the clerk should sit at the examination next following the expiry of his articles.

(6) The Final Examination, while including questions of a theoretical nature, to be of a more practical character than at present and, preferably, to include a short *viva voce* examination.

Mr. Potter supported, at the Provincial Meeting, the proposal that a course of training before articles should form the basis of all legal education, but his wish that every clerk should have a law degree before taking his articles seems too Utopian.

It would seem that there are many very important ends to be aimed at if the present scheme of education is to be varied, and, among the most important, are the elimination before articles of the obviously impossible students, the improvement of the mode of education in the Society's School and the reduction to a minimum during the period of articles of interference, by compulsory classes and examinations, with the clerk's opportunities of acquiring a sound practical training in the profession of a solicitor.

If Mr. Warren has, by his paper, done anything to further these objects he will or should have earned the heartfelt gratitude of the profession, but, more particularly, of the present and future generations of articled clerks—solicitors *in posse*.

I am, sir,

Yours faithfully,

PRACTISING SOLICITOR.

London.

21st November, 1935.

The annual report for 1934 of the work of the Public Records Office of Northern Ireland is published by the Stationery Office, 80, Chichester-street, Belfast, price 2s. The report shows that information is now available in that office of the Irish records of eleven out of the twelve great companies that were concerned in the plantation of Londonderry. The report is made to the Governor of Northern Ireland by Mr. D. A. Chart, Deputy Keeper of the Records. Mr. Chart mentions that a number of solicitors had responded to his appeal to examine their collections of documents of old date, and had deposited at the Records Office documents of various kinds.

Notes of Cases.

Court of Appeal.

Owen *v.* Sykes.

Greer, Slesser and Scott, L.JJ. 14th and 15th November, 1935.

DAMAGES—PERSONAL INJURIES—ASSESSMENT BY JUDGE—APPEAL A RE-HEARING—WHEN COURT OF APPEAL WILL DISTURB ASSESSMENT.

Appeal from a decision of Greaves-Lord, J.

The plaintiff, a physician and surgeon, aged thirty-nine, with a considerable general practice at Liverpool, was injured by the defendant's motor coach. He had till then been an athlete, but owing to his injuries, he became subject to exhaustion and faintness on slight effort, and, by reason of a permanent limitation of expansion of one lung, his breathing was permanently impaired and for the rest of his life he would be more susceptible to pulmonary ailments. To carry on his practice he now required an assistant at £300 or £400 a year. The special damage claimed amounted to £268. Greaves-Lord, J., having held that the injuries were caused by the coach driver's negligence, assessed the damages at £10,000. The defendant appealed, both on the issues of liability and damages.

GREER, L.J., dismissing the appeal, said that though an appeal from the decision of a judge sitting alone was a re-hearing, the court did not readily interfere with the trial judge's assessment of damages (*Flint* v. *Lovell* [1935] 1 K.B. 360). The assessment must be an estimate and, therefore, a question of degree. Unless the judge took a wrong view of the damage suffered, or gave weight to evidence which should not have affected his mind, or failed to calculate a consideration which should have affected his mind, the court should not interfere. His lordship said that he himself would probably have awarded less. However, in the case of unduly large damages for personal injuries, the Court of Appeal had a free hand, especially in the case of trial by judge alone.

SLESSER and SCOTT, L.JJ., agreed.

COUNSEL: *Lynskey*, K.C., and *F. Pritchard*; *Gorman*, K.C., and *A. Hamilton*.

SOLICITORS: *William Charles Crocker*, agent for *Wood, Lord & Co.*, Liverpool; *Vizard, Oldham, Crowder & Cash*, agents for *H. J. Sharman*, Liverpool.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Eyre *v.* Milton Proprietary, Ltd.

Lord Wright, M.R., Romer and Greene, L.JJ.
18th December, 1935.

COMPANY—ARTICLES OF ASSOCIATION—RETIREMENT OF DIRECTORS—DETERMINATION BY "BALLOT"—MEANING—WHETHER BY LOT.

Appeal from a decision of Eve, J.

The company was formed in 1923, and by Art. 85 of the Articles of Association, one-third of the directors were to retire annually, it being provided that "the directors to retire shall be those who have been longest in office, and where two or more of such directors shall have served for an equal period, then their retirement shall be determined by ballot." The plaintiff became a director in 1932. If two directors fell to retire at the annual general meeting in December, 1935, these were William Knox and either the plaintiff or Henry Clough, the chairman of the company, whose services had been of equal duration. At a meeting of directors, the question was put which should retire, and the plaintiff and two other directors having refused to vote, the five other directors voted for the plaintiff's retirement. In an action by the plaintiff, Eve, J., rejected his contention that "by ballot" in Art. 85 meant "by lot," and held that it meant "by the secret vote of a majority of the directors." The plaintiff appealed.

LORD WRIGHT, M.R., allowing the appeal, said that ballot was capable of either meaning. The word was used in the Companies Act, 1862, Table A, Art. 59, but in 1906, the Board of Trade, in exercise of its power to alter the tables, substituted "lot" for "ballot" in the article. In this case, "ballot" meant "lot." Otherwise, a difficulty would arise if, on taking a poll, the votes were equally divided, since there was no provision for a casting vote. Having regard to the language used and the practical considerations involved, "ballot" here meant "lot." His lordship also held on the construction of Arts. 85, 90 and 101, that the managing directors and the two additional directors appointed under Art. 90 should not be taken into account in determining how many directors were to retire, and that, therefore, only one director had to retire, so that no question of the plaintiff's retirement arose.

ROMER and GREENE, L.JJ., agreed.

COUNSEL: *Sir Stafford Cripps*, K.C., and *Gordon Brown*; *Cyril Radcliffe*, K.C., and *Heckscher*.

SOLICITORS: *Willis & Willis*; *Mayo, Elder & Rutherfords*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.

Alexander *v.* Rayson.

Greer, Romer and Scott, L.JJ.
21st, 22nd and 23rd October, and 25th November, 1935.

LANDLORD AND TENANT—LEASE OF FLAT—AGREEMENT FOR SERVICES—RENT AND ADDITIONAL PAYMENT—LANDLORD'S ALLEGED INTENTION TO DECEIVE ASSESSMENT COMMITTEE—WHETHER DOCUMENTS ENFORCEABLE AGAINST TENANT.

Appeal from a decision of du Parcq, J.

The plaintiff, the leaseholder of a block of flats in Westminster, was approached by the defendant in connection with an underlease of a flat at a rent, including the usual services, of £1,200 a year. He sent her a draft lease which provided for a rent of £450 a year and specified certain services. He also sent a draft agreement providing for various services to be rendered by him in connection with the flat during the term of the lease in consideration of an additional payment of £750 a year. The services named in the lease and in the agreement were substantially the same, save for the provision and maintenance of a Frigidaire, stipulated in the agreement. Both instruments were executed, being dated the 29th October, 1929. The defendant paid the full amount till June, 1934, but in September tendered only £112 10s. being the quarter's rent due under the lease. The £187 10s. claimed under the agreement she refused, alleging that the plaintiff had not complied with his obligations thereunder. The plaintiff refused the tender and issued a writ for £300. The defendant contended that there was no consideration for her agreement to pay £750 a year and that the plaintiff had not performed his obligations under the agreement. She also paid into court the amount of her tender and counter-claimed for damages in respect of the plaintiff's alleged failure to observe his covenants. She further pleaded that the agreement was void for illegality, and its enforcement contrary to public policy, as being obtained by the plaintiff for the purpose of "defrauding the Westminster City Council by deceiving them as to the true rateable value of the said premises," inducing them to believe that the true rent received by the plaintiff was £450. The learned judge, having held that the onus was on the defendant on the questions whether there was consideration for the agreement and whether it was void for illegality, evidence was called that the flat, having been assessed at £720 gross and £597 net in January, 1930, the plaintiff gave notice of objection and appeared before the assessment committee alleging that the only amount he received in respect of rent, services and rates was £450, producing the lease, but not the agreement, that the assessment was then reduced from £720 gross to £270, but that

enquiries having been made and the agreement having been discovered, the original assessment was restored in November, 1930. The plaintiff's evidence was not given and du Parcq, J., held that there was consideration for the agreement and that, assuming the defendant's evidence was accurate, the agreement was not void for illegality. Treating these decisions as interlocutory, he gave the defendant leave to appeal.

ROMER, L.J., delivering the judgment of the court, said that the procedure was irregular and should not again be adopted. On the point of consideration the appeal failed, but on the other point, it succeeded. Assuming the defendant's evidence was correct, both the lease and the agreement were illegal and unenforceable, since the landlord intended to use them for an unlawful purpose (see *Scott* v. *Brown, Doering, McNab & Co.* [1892] 2 Q.B. 724). It did not matter that he had failed in his alleged fraud. The trial must be resumed, and if the plaintiff could not disprove the charge of fraud, his action failed so far as it was based on the lease and the agreement; he might ask for leave to allege an oral agreement, but it was not intended to suggest that this should be granted.

COUNSEL: *D. Pritt*, K.C., and *C. Gallop*; *St. J. Micklethwait*, K.C., and *G. Granville Sharp*.

SOLICITORS: *Lazarus, Son & L. A. Hart*; *S. Thornhill Tracey*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Burgesses of Sheffield *v.* Minister of Health.

Swift, J. 17th December, 1935.

HOUSING—CLEARANCE AREAS—LAND NOT PART OF A CLEARANCE AREA—POWERS OF COMPULSORY PURCHASE—HOUSING ACT, 1930 (20 & 21 Geo. 5, c. 39), s. 3.

Appeal under the Housing Act, 1930.

On the 11th November, 1934, the Sheffield Corporation passed a resolution that certain areas within their jurisdiction should be dealt with by compulsory purchase. One of the areas was called Area 77, and only part of it had been declared to be a clearance area. The remaining portion of that area did not form part of any clearance scheme, but was considered necessary for the satisfactory development of the remaining land in Area 77, together with that in certain other areas. It was not considered necessary for the development of Area 77 by itself. Section 3 of the Housing Act, 1930, gives certain powers to purchase compulsorily land adjoining but not part of a clearance area. The Minister, being of opinion that the section was applicable, confirmed the various compulsory purchase orders, including one in respect of the whole of Area 77. The land in that area which was part of a clearance area was coloured pink on a plan. The remaining land was coloured grey and belonged to the applicants, who contended that s. 3 of the Act only authorised the purchase of the grey land if it were necessary for the development of the pink land, and that it did not authorise it merely because its acquisition was required in connection with the development of the other areas. The Minister contended that it was impossible to consider the development of any property without having regard to the circumstances existing in neighbouring areas.

SWIFT, J., said that the Corporation had desired to use Area 77 in conjunction with other land which they were acquiring and to carry out one scheme for the development of the whole, and the question was whether they were entitled by the Act of 1930 to do that. Section 3 of the Act dealt with two different positions. The first was where the land of the clearance area surrounded other land, and was not applicable to the present case. The second was where land was adjacent to a clearance area but not itself part of one and where its acquisition was reasonably necessary for the development of the land in the clearance area. The Minister, before confirming an order for the compulsory purchase of the grey land in Area 77, would have to be satisfied that its purchase was reasonably necessary for the development of the pink land. He (his lordship) could not say that there was not ample material on which the Minister could hold that it was reasonably necessary to acquire the grey land for the proper development of the pink land. In deciding how to develop any land it might well be best to develop it in conjunction with neighbouring land. The corporation had divided into several separate areas certain land cumbered with insanitary houses, and it was wrong to say that in deciding how to develop Area 77 they must not consider the circumstances relating to the other areas. They were entitled to treat all those areas as one for the purpose of developing them, and the Minister's confirmation of the compulsory purchase of the grey land must accordingly stand and the application must be dismissed.

COUNSEL: For the applicants, *Linton Thorp*, K.C., and *H. A. Hill*; for the Minister of Health, *The Solicitor-General* (Sir Donald Somervell, K.C.), and *Valentine Holmes*.

SOLICITORS: *Fielder, Le Riche & Co.*, agents for *J. B. Wheat*, Sheffield; *The Solicitor to the Ministry of Health*.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Russell, L. C. R. J. (Marchioness of Tavistock) *v.* Russell, H. W. S. (Marquis of Tavistock).

Bucknill, J. 13th November, 1935.

RESTITUTION OF CONJUGAL RIGHTS—PLEA OF JUST CAUSE—WIFE'S PERSISTENT FRIENDSHIP WITH ANOTHER MAN—ADOPTION OF RELIGIOUS VIEWS AND MODE OF LIFE ANTIPATHETIC TO HUSBAND—AVERSION FROM HUSBAND'S WORK, IDEALS AND PHYSICAL PRESENCE—TEST OF SINCERITY IN DEMANDING RETURN—WILLINGNESS TO PLAY PART AS WIFE.

In this suit Lady Tavistock petitioned for restitution of conjugal rights, alleging that in September, 1934, Lord Tavistock had left her without just cause and refused to return to her. Lord Tavistock by his answer admitted withdrawal from cohabitation, but pleaded just cause, alleging that Lady Tavistock had become estranged from him by reason of an intimate and clandestine friendship she entertained for The Rev. Cecil Squire, formerly the tutor of the children of the marriage. By her reply Lady Tavistock denied the allegations. No imputation of immorality was being, or had ever been, made against Lady Tavistock and The Rev. Cecil Squire. The facts appear sufficiently from the judgment. The parties were married in 1914 and there were three children of the marriage.

BUCKNILL, J., in the course of delivering a considered judgment, said that he was satisfied that, because of Mr. Squire's influence or friendship, Lady Tavistock prior to 1930 was moving away from her husband's interests and views, and that for the same reason she began to lose her love for her husband. In 1930, in consequence of an anonymous letter received by Lord Tavistock, Mr. Squire resigned. During the winter of 1930, after Mr. Squire had gone, the parties lived together, but the old friendship and harmony had gone. It was agreed that Lady Tavistock was leading an entirely new life. She indulged more whole-heartedly the pagan but harmless joys of life which Lord Tavistock disliked. He (his lordship) was satisfied that on many occasions from the summer, 1932, to September, 1934, Lady Tavistock had deliberately refused intercourse with her husband, and in fact that it did not take place after the summer of 1931. In September, 1934, Lord Tavistock left the house. The conclusion at which he (his lordship) had arrived was that Lord Tavistock left his wife partly because he thoroughly disapproved of her new manner of life, which he thought was corrupting the children, and partly because of her treatment of him as to intercourse and her complete indifference to him as a husband. Were those reasons sufficiently grave and weighty to justify Lord Tavistock in refusing to live any

longer with his wife? It was clear that the wife's change in her manner of life was not a sufficient reason in itself for the husband leaving home. If a husband could legally leave his wife on the ground that she had changed her religious views and had become worldly, it was impossible to say where the line would be drawn. On behalf of Lord Tavistock it was argued that he had a right to leave the house, because he was treated continuously by his wife with a complete lack of affection and with the physical distaste and repugnance which was the probable cause of the wife's unreasonable refusal of intercourse. That (his lordship thought) was really at the basis of Lord Tavistock's refusal to live any longer with his wife. She had completely turned away from his work and his ideals and his own self. That was sufficiently grave reason. Her conduct towards him had made it practically impossible for her and her husband to live properly together. The only question which remained was whether Lady Tavistock was entitled to her decree of restitution of conjugal rights if she was now sincere in her desire to have her husband back and was willing honestly to play her part as a wife if he came back. It was for Lady Tavistock to satisfy the court that her behaviour would be changed if her husband were ordered to return. The court had good cause for thinking that the change in Lady Tavistock's behaviour towards her husband had been due to her friendship with Mr. Squire. Was she prepared to cease that friendship? She asserted quite definitely that she was not prepared to do so, because she said it would not be fair to Mr. Squire or to herself. That being her attitude, he (his lordship) did not think that she could be heard to say that if her husband were ordered to come back she would be prepared honestly to play her part as a wife in the full sense of the word. The petition would therefore be dismissed, the wife being granted by consent an order for her costs. It was agreed that the wife should be allowed an adequate allowance, to be settled by the judge, in default of agreement.

COUNSEL: *Roland Oliver*, K.C., *Norman Parkes* and *Conolly Gage* for the petitioner; *Sir Patrick Hastings*, K.C., *Noel Middleton* and *H. R. Barker* for the respondent.

SOLICITORS: *E. Gordon Lawrence; Vertue, Son & Churcher.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Rules and Orders.

THE MANORIAL INCIDENTS (EXTINGUISHMENT) (AMENDMENT) RULES, 1935, DATED DECEMBER 17, 1935, MADE BY THE MINISTER OF AGRICULTURE AND FISHERIES UNDER SECTION 139 (4) OF THE LAW OF PROPERTY ACT, 1922 (12 & 13 GEO. 5. C. 16).

The Minister of Agriculture and Fisheries, by virtue and in exercise of the powers conferred upon him by Section 139 (4) of the Law of Property Act, 1922, hereby makes the following Rules:

1. Notwithstanding anything contained in the Manorial Incidents (Extinguishment) Rules, 1925* (in these Rules referred to as "the Principal Rules"), such of those Rules as are specified herein shall not apply to an extinguishment of manorial incidents where the Minister is required to determine and award the compensation under Section 140 of the Law of Property Act, 1922 (in these Rules referred to as "an extinguishment to which Section 140 applies"), that is to say:—

(*a*) Rules 2, 4 and 10.

(*b*) Any other Rule in so far as it relates only to a voluntary extinguishment or to a compulsory extinguishment arising out of a notice referred to in Rule 1 (1) (*a*) of the Principal Rules.

2. Except as provided in Rule 1 hereof and subject to Rule 3 hereof, the Principal Rules shall apply to an extinguishment to which Section 140 applies.

3. In the application of Rule 3 of the Principal Rules to an extinguishment to which Section 140 applies, sub-section (5) of that Rule shall have effect as if there were substituted for the words "in respect of any land, the valuer shall take into account and make due allowance," the words "for the purpose of determining the compensation, account shall be taken of and due allowance made" and as if there were substituted for the words "Provided that he shall not take into account or allow for the value of escheats," the words "Provided that no account shall be taken of or allowance made for the value of escheats."

4. In an extinguishment to which Section 140 applies, any valuation required to be made for the purpose of determining the compensation shall, unless the lord and tenant otherwise agree, be made by a single valuer appointed (in default of agreement between the lord and the tenant) by the Minister, and his remuneration shall, in default of agreement, be fixed by the Minister.

5. In the application of the Principal Rules, as amended by these Rules, to an extinguishment to which Section 140 applies, references therein to "ascertainment of compensation" shall be read (unless the context otherwise requires) as references to "determination of compensation," and "ascertain" shall be construed accordingly.

6.—(1) An application to the Minister to determine the amount of compensation in an extinguishment to which Section 140 applies shall be made in the form set forth in the Schedule to these Rules, or to the like effect. The applicant shall give notice of the application to the other party by sending him a copy thereof:

Provided that the Minister may require the applicant in any particular case to give such notice as the Minister thinks proper in addition to, or instead of, giving a notice in the manner aforesaid.

(2) The other party may submit to the Minister in writing within twenty-eight days from the giving of the notice, or such further time as the Minister may allow, any observations upon the application. After the submission of any such observations by the other party, or, if he shall have submitted no observations, then after the expiration of the said period of twenty-eight days, he shall furnish to the Minister, within such time as the Minister may specify, such information as the Minister may require.

7. In Rule 11 (3) of the Principal Rules for the word "certificate" there shall be substituted the word "award."

8. These Rules shall come into operation on the first day of January, nineteen hundred and thirty-six.

9. These Rules may be cited as the Manorial Incidents (Extinguishment) (Amendment) Rules, 1935, and the Principal Rules and these Rules may be cited together as the Manorial Incidents (Extinguishment) Rules, 1925 and 1935.

In witness whereof the Official Seal of the Minister of Agriculture and Fisheries is hereunto affixed this seventeenth day of December Nineteen hundred and thirty-five.

(L.S.) *Charles J. H. Thomas,*
Secretary.

SCHEDULE.

APPLICATION TO THE MINISTER OF AGRICULTURE AND FISHERIES TO DETERMINE THE COMPENSATION FOR THE EXTINGUISHMENT OF MANORIAL INCIDENTS UNDER SECTION 140 OF THE LAW OF PROPERTY ACT, 1922.

MANOR OF .....
COUNTY OF .....

I, ..., of ....., the lord (a tenant) of the above-named Manor, hereby apply, under Section 140 of the Law of Property Act, 1922, to the Minister of Agriculture and Fisheries to determine the compensation to be paid for the extinguishment of manorial incidents in respect of the land specified in the schedule to the Statement of Particulars hereunder, and I have signed the certificate endorsed hereon.

Signed .....
Dated .....

STATEMENT OF PARTICULARS.

1. (*a*) Name (in full) and address of the lord.
   (*b*)* Nature and extent of his estate and interest in the Manor.
   (*c*)* The date and short particulars of the deed, will or other instrument under which he claims or derives his title.
2. (*a*)* Is the Manor incumbered? If so,
   (*b*)* State the nature of the incumbrances.
3. * To whom is it proposed that the compensation money should be paid?

* S.R. & O. 1925 (No. 810), p. 839.

* These questions need not be answered by the applicant if he is the tenant.

4. Name (in full) and address and profession or calling of the tenant as defined in Section 143 (1) of the Law of Property Act, 1922.

5. Was the land prior to the 1st of January, 1926 :—
   (*a*) copyhold of inheritance ?
   (*b*) copyhold for lives ?
   (*c*) customary freehold ?
   (*d*) of any other tenure ?

6. If the land was held prior to the 1st January, 1926, as copyhold for lives,
   (*a*) Had the tenant a perpetual right of renewal ?
   If so,
   (*b*) State the names and ages of the lives.

7. If the manorial incidents extinguished include fines, reliefs or heriots, state the age of the tenant.

8. (*a*) Was the property subject to fines certain or reliefs ?
   If so, state :—
   (*b*) The amount of such fines certain or reliefs, and
   (*c*) in what circumstances they were payable.

9. (*a*) Was the land subject to fines arbitrary ?
   If so,
   (*b*) State the basis of the calculation for fines :—
   (i) on death,
   (ii) on alienation, and
   (*c*) Give particulars of any custom of the manor providing for payment of a reduced fine in particular circumstances.

10. To what quit or free rents was the property subject ?

11. (*a*) Was the land subject to heriots ?
   If so, state :—
   (*b*) The nature and number of the heriots ;
   (*c*) The circumstances in which they were payable, and
   (*d*) Whether the parties are able to agree upon the value of the heriots, and if so, the amount of such agreed value.†
   Failing such an agreement, state :—
   (*e*) Whether the heriots were, prior to the 1st January, 1926, seizable as well without as within the manor, and
   (*f*) The nature and value of the last three heriots, taken or paid.

12. (*a*) Is there any timber on the property ?
   If so,
   (*b*) Did the ordinary law of copyholds prior to the 1st January, 1926, apply or was there any, and, if so, what special custom of the manor with respect thereto ?
   (*c*) State whether the parties are able to agree upon the value of the timber, and, if so, the amount of such agreed value.†

13. (*a*) Is compensation claimed under paragraph 13 of Part II of the Thirteenth Schedule to the Law of Property Act, 1922 ?
   (*b*) If such is the case, has the tenant prior to the 1st January, 1926, power to demise the property ?
   If so,
   (*c*) For what period ?
   (*d*) What restrictions, if any, were there prior to the 1st January, 1926, on the tenant's power of otherwise dealing with the land and
   (*e*) Is the property subject to a lease binding on the lord ?
   If so, give particulars.

14.‡ If the land has present or prospective building value, or any other facilities for improvement, state whether the parties are able to agree the capital value of the land and, if such is the case, state the amount of such agreed capital value.†

15.‡(*a*) If the land has no facilities for improvement state whether the parties are able to agree the annual value of the land, and, if so, state the amount of such agreed annual value.†
   (*b*) If the value of the land cannot be agreed state whether the land is separately assessed for the purposes of schedule A of the Income Tax Act.

16. Is there any incident not already mentioned the extinguishment of which will be a loss to the lord as well as an advantage to the tenant ?

17. Are there any special customs of the manor or circumstances other than those set out above relevant to the determination of the compensation ?

18. State the name and address of (*a*) the tenant's solicitors if the application is made by the lord of the manor, or (*b*) the steward of the manor, if by the tenant.

Dated this day of 193 .

Signature.

(Stating whether Lord or Tenant).

(Address).

SCHEDULE.

DESCRIPTION OF LAND.

Court Roll Description.

Modern Description.

CERTIFICATE AS TO THE GIVING OF NOTICE OF THE APPLICATION.

(This form of Certificate should be endorsed on the form of application.)

I hereby certify that on the.....day of.....I gave notice of this application to the lord (tenant) by sending him a copy thereof.

Signed .....

Dated .....

† Such agreement may enable the Ministry to dispense with the valuation for this purpose. The remuneration of any valuer employed by the Ministry will be payable in the first instance by the applicant. Normally when such remuneration is paid by the lord it will be recoverable from the tenant. (See Rules 41 (2) 19 (2) and 9 (2) of the Manorial Incidents (Extinguishment) Rules, 1925.)

‡ Questions 14 and 15 need not be completed if no compensation based on annual value is claimed

Societies.

The Law Society.

SCHOOL OF LAW.

Copies of the annual prospectus for the session 1935–36 and of the detailed time-table for the Spring Term can be obtained on application to the Principal's Secretary.

The Principal (Dr. G. R. Y. Radcliffe) will be in his room to advise students on their work on Wednesday, 8th January (students whose surnames commence with the letters A—K), and Thursday, 9th January (students whose surnames commence with the letters L—Z), from 10.30 a.m. to 12.30 p.m., and from 2 p.m. to 5 p.m.

The first classes will be held on 13th January.

A new scheme of examination for the Intermediate will come into force in June, 1937. Candidates for the Intermediate Examination who enter the school in the Spring Term, 1936, will normally be required to take the course for the new examination. But such candidates who are qualified to take the old examination and can show special grounds for being allowed to take the course for that examination, may apply to the Principal for permission to do so. A revised

scheme of lectures and classes for the new examination began at the school in October, 1935. Intermediate students who commenced their attendance for a course under the old scheme in or before October, 1935, will, however, be able to complete that course.

There will be courses in (I) The Law of Property in Land, (II) Contract and Tort, (III) Trust Accounts, for students attending under the old scheme, and in (I) Public Law (Part II, The Constitution), (II) Contracts, (III) The Law of Property in Land (Part I), and (IV) Trust Accounts, for students attending under the new scheme.

The annual prospectus of the school contains information on the text-books recommended for the new intermediate scheme, and on changes in The Law Society's regulations regarding date of admission to the Intermediate Examination, as well as on the new scheme for the Final (Pass) Examination. Teaching for the new Final Examination will begin in the school in October, 1936, and the first examination under the new scheme will take place in November, 1938.

The subjects for final students in the approaching term will be (I) Conveyancing and Probate, (II) Criminal Law, Private International Law and Divorce, and (III) Sale of Goods and Insurance. There will be courses on (I) Conveyancing, (II) Criminal Law, and (III) Jurisprudence for Honours and Final LL.B. students, and on (I) Constitutional Law, and (II) Roman Law for Intermediate LL.B. students.

Intermediate students must notify the Principal's Secretary before 10th January on the entry form, whether they wish to take morning or afternoon classes.

Students can obtain copies of the regulations governing the three studentships of £40 a year each, offered by the Council for award in July, 1936, on application to the Principal's Secretary.

Chartered Surveyors' Institution.

THE RIBBON DEVELOPMENT ACT.

At an ordinary meeting of the Institution held on the 9th December last, Mr. A. T. V. ROBINSON (Deputy-Secretary, Ministry of Transport) read a paper entitled "Some Notes on the Restriction of Ribbon Development Act, 1935."

After paying a warm tribute to the work of the Institution in suggesting constructive amendments to the original draft, he said that a close examination would reveal far-reaching possibilities in the Act. First came the imposition of the 220 ft. control. It had never been intended to create a 220 ft. building line, and to sterilise such a strip on either side of the 40,000 miles of classified road in the country would be economically impracticable. Local authorities would probably have to prescribe building lines of their own. The authorities exercising control must have regard to the need for preserving the amenities of the locality and for securing well-planned development. They were enjoined to consult with the planning authority in order that the action of both authorities might be co-ordinated in one of the most pressing needs of the day. These wide powers might stand alone, or might be taken as a first stage on the way to the adoption of a standard width. When a standard width was in force the Minister could give grants out of the Road Fund. Until it was in force the rate fund would be liable for any compensation charges. The Act was not retrospective and works in progress at the time it became operative were generally exempted. In a few cases highway authorities had intimated to enquirers that they would refuse an application if it were made. The question of whether the buildings were begun before the relevant date was one of fact to be decided by the courts. If the authority refused consent, the applicant might appeal on the ground that the refusal was unreasonable and might possibly plead that he was exempted by the prior commencement of the building.

Land within the standard width was destined sooner or later to be incorporated in the highway. It was therefore incumbent upon the highway authority to secure that no buildings should be erected within the standard width which would defeat its ultimate purpose. In all cases adequate notice was to be given of the intention to adopt a standard width, so that interested persons might object. Public hearing of objections often facilitated reasonable compromise. A highway authority might plot upon the 1/2,500 map a new "middle of the road" and ask the Minister's approval for the proposed road on either side of that line. Opportunity must be given for objections. The compensation section was intended to secure fair compensation to the owner who had to make some sacrifice, but to prevent the less reputable financier from holding the community to ransom. An owner could only come before the arbitrator if he had evidence that he was feeling the hurt of the restrictions. Even then the area in respect of which he might claim must be related to the hurt which was actually being felt. The arbitrator need not deal at once with hypothetical questions of the possible future effect of restrictions upon the whole of an estate; he had to assess the difference between the market value of the estate without restrictions and its market value when there were restrictions, not on every part of the estate adjacent to any road but on the particular piece which was said to be injuriously affected.

Speaking of the question of service roads, Mr. Robinson said that Parliament had given the authority very wide powers of protecting the main thoroughfare, not by creating service roads, but by strict limitation of access to the main thoroughfare. He would not prophesy how far highway authorities would find it practicable to settle claims for compensation for refusal of access by assisting the provision of subsidiary roads, but he reminded the Institution that any expenditure of the authority by way of compensation for refusal of access to a standard-width road would make it eligible for a Road Fund grant.

Mr. Robinson also spoke on the provisions with regard to access consent and the acquisition of land. He concluded that if the authorities were prepared to broadcast consents automatically or to allow the matter to go by default, the efforts of Parliament would be in vain. Happily, many authorities had resolved to make effective use of the new powers, and public opinion was offering ungrudging support. The real fulfilment of the national desire could only be achieved, however, by the co-operation of landowners and their advisers.

Legal Notes and News.

New Year Legal Honours.

VISCOUNT.

The Right Hon. ERNEST MURRAY HANWORTH, Baron, K.B.E., lately Master of the Rolls.

BARON.

The Right Hon. Sir IAN MACPHERSON, Bart., K.C., J.P., M.P. for Ross and Cromarty since 1911. Under-Secretary of State for War, 1916–19. Chief Secretary for Ireland, 1918–20. Minister of Pensions, 1920–22. Called to the Bar by the Middle Temple in 1906. For political and public services.

PRIVY COUNCILLOR.

The Hon. Sir GEORGE EDWARD RICH, K.C.M.G., Senior Puisne Judge of the High Court of the Commonwealth of Australia.

BARONETS.

Sir PARK GOFF, K.C., J.P., M.P. for the Cleveland Division, 1918–23 and 1924–29; and for the Chatham Division, 1931–35. Called to the Bar by the Inner Temple in 1895. For political and public services.

DAVID DOUGLAS REID, Esq., J.P., D.L., M.P. for East Down, 1918–22, and for County Down since 1922. Called to the Bar by the Inner Temple in 1898. For political and public services.

KNIGHTS.

SIDNEY SOLOMON ABRAHAMS, Esq., Colonial Legal Service, Chief Justice, Tanganyika Territory. Called to the Bar by the Middle Temple in 1909.

FRANK MELLOR, Esq., Chief Registrar in Bankruptcy, Supreme Court of Judicature. Called to the Bar by the Inner Temple in 1886.

GEORGE GIBSON MITCHESON, Esq., M.P. for St. Pancras, S.W., since 1931. Admitted a solicitor in 1907. For political and public services.

HERBERT ANGAS PARSONS, Esq., LL.B., Puisne Judge, Supreme Court, State of South Australia.

PHILIP BERTIE PETRIDES, Esq., Colonial Legal Service, Chief Judge, Mauritius. Called to the Bar by the Middle Temple in 1906.

Mr. Justice GILBERT STONE, Chief Justice-designate of the High Court of Judicature at Nagpur, Central Provinces. Called to the Bar by Lincoln's Inn in 1911.

Mr. Justice MUTTA VENKATASUBBA RAO, Puisne Judge of the High Court of Judicature at Fort St. George, Madras.

ORDER OF THE BATH.

K.C.B.

Sir THOMAS WILLIAMS PHILLIPS, K.B.E., C.B., Permanent Secretary, Ministry of Labour. Called to the Bar by Gray's Inn in 1913.

ORDER OF ST. MICHAEL AND ST. GEORGE.

K.C.M.G.

HENRY GRATTAN BUSHE, Esq., C.B., C.M.G., Legal Adviser to the Secretary of State for Dominion Affairs and to the Secretary of State for the Colonies. Called to the Bar by the Middle Temple in 1909.

The Hon. FREDERICK RICHARD JORDAN, Chief Justice, State of New South Wales.

C.M.G.

RICHARD LYSLE NOSWORTHY, Esq., Commercial Counsellor to His Majesty's Embassy in Rome. Called to the Bar by the Inner Temple in 1921.

ROYAL VICTORIAN ORDER.
K.C.V.O.

HENRY LENNOX HOPKINSON, Esq. Called to the Bar by the Inner Temple in 1904.

ORDER OF THE BRITISH EMPIRE.
C.B.E.

JOHN HIER JACOB, Esq., O.B.E., Assistant Public Trustee. Admitted a solicitor in 1909.

O.B.E.

JOHN DISCOMBE, Esq., lately of the Colonial Legal Service. Registrar, Supreme Court, Gibraltar. Called to the Bar by Gray's Inn in 1911.

JOHN FOLLETT MORRIS FAWCETT, Esq., District Probate Registrar at Winchester.

JOHN MACGILL RUSK, Esq., S.S.C., J.P., Chairman of the Scottish Advisory Committee on the Welfare of the Blind. Admitted a solicitor in Scotland in 1888.

M.B.E.

RAI BAHADUR PANDIT BALDEV RAM DAVE, Vakil, High Court, Allahabad, United Provinces.

Honours and Appointments.

The Lord Chancellor has appointed Mr. HUGH REECE PERCIVAL GAMON, of Hartford Hey, Parkgate, Wirral, Cheshire, to be the Judge of the County Courts on Circuit 15 (York, etc.), in the place of His Honour Judge STEWART, who has been appointed to Circuit No. 14 (Leeds, etc.). Mr. Gamon was called to the Bar by the Middle Temple in 1906.

The Lord Chancellor has made the following appointments as from the 1st day of January, 1936:—

Mr. THOMAS COTCHING, Registrar at Petworth County Court; Mr. F. H. DAUNCEY, Registrar at Chepstow County Court; Mr. C. L. W. NICHOLSON, Registrar at Wakefield County Court; Mr. C. E. WOOSNAM, Registrar at West Bromwich and Walsall County Courts.

Mr. Nicholson and Mr. Woosnam have also been appointed District Registrars in the District Registry of the High Court at the places named.

Mr. E. J. LACEY, Assistant Clerk to the Henley Rural District Council, has been appointed Clerk to the Winslow, Bucks, Rural District Council on the retirement of Mr. W. N. Midgley, who has been engaged in local government work for fifty-five years.

Mr. K. GOODACRE, of Barrow-in-Furness, has been appointed Assistant Solicitor of Blackburn. Mr. Goodacre was admitted a solicitor in 1934.

Professional Announcements.

(2s. per line.)

Messrs. HYMAN ISAACS, LEWIS & MILLS, solicitors, of 7/8, Thavies Inn, E.C.1, announce that they have admitted Mr. ROBERT A. FELDMAN, who has been associated with them for some years, into partnership as from 1st January, 1936.

Messrs. COWARD, CHANCE & Co., solicitors, of 30, Mincing-lane, E.C.3, announce that as from the 1st January, 1936, they are taking into partnership Mr. NEVIL FREDERICK HENLÉ, who has occupied a responsible position with them for some years.

Messrs. ALLEN & OVERY, solicitors, of 3, Finch-lane, E.C.3, announce that they have taken into partnership Mr. CHARLES ANTHONY FISHER, as from 1st January, 1936.

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

On taking his seat last Tuesday in the special matrimonial court at the South-Western Police Court, Mr. Claud Mullins, the magistrate, who was responsible for the introduction of the special court to hear matrimonial cases which has been held every Tuesday for the past year, announced that for the next three months the court would be held on Thursday afternoons and would be taken by his colleague, Mr. Clyde Wilson.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 9th January, 1936.

	Div. Months.	Middle Price 31 Dec. 1935.	Flat Interest Yield.	‡Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	114½xd	3 9 10	3 1 1
Consols 2½%	JAJO	86½	2 17 10	—
War Loan 3½% 1952 or after	JD	106	3 6 0	3 0 11
Funding 4% Loan 1960-90	MN	117	3 8 5	2 19 10
Funding 3% Loan 1959-69	AO	102½	2 18 6	2 17 1
Victory 4% Loan Av. life 23 years	MS	115½	3 9 3	3 1 0
Conversion 5% Loan 1944-64	MN	120	4 3 4	2 4 9
Conversion 4½% Loan 1940-44	JJ	110¾	4 1 3	2 7 6
Conversion 3½% Loan 1961 or after	AO	107¼	3 4 11	3 1 1
Conversion 3% Loan 1948-53	MS	104¾	2 17 3	2 10 8
Conversion 2½% Loan 1944-49	AO	101½	2 9 3	2 5 9
Local Loans 3% Stock 1912 or after	JAJO	96½	3 2 2	—
Bank Stock	AO	372½	3 4 5	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	87	3 3 3	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	95½	3 2 10	—
India 4½% 1950-55	MN	114½	3 18 7	3 3 11
India 3½% 1931 or after	JAJO	97	3 12 2	—
India 3% 1948 or after	JAJO	86	3 9 9	—
Sudan 4½% 1939-73 Av. life 27 years	FA	120	3 15 0	3 7 3
Sudan 4% 1974 Red. in part after 1950	MN	115¼	3 9 3	2 14 7
Tanganyika 4% Guaranteed 1951-71	FA	115	3 9 7	2 15 4
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109½	4 2 2	2 15 1
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	109	3 13 5	3 7 0
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	103	3 12 10	3 9 3
Canada 4% 1953-58	MS	111	3 12 1	3 3 8
*Natal 3% 1929-49	JJ	100	3 0 0	3 0 0
*New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
*New Zealand 3% 1945	AO	100	3 0 0	3 0 0
Nigeria 4% 1963	AO	114	3 10 2	3 4 8
*Queensland 3½% 1950-70	JJ	101	3 9 4	3 8 2
South Africa 3½% 1953-73	JD	107	3 5 5	2 19 5
*Victoria 3½% 1929-49	AO	102	3 8 8	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	96	3 2 6	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1932-72	JD	104½	3 7 0	3 3 1
Leeds 3% 1927 or after	JJ	95	3 3 2	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	105	3 6 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	82	3 1 0	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	95	3 3 2	—
Manchester 3% 1941 or after	FA	96	3 2 6	—
*Metropolitan Consd. 2½% 1920-49	MJSD	100½	2 9 9	—
Metropolitan Water Board 3% "A" 1963-2003	AO	98	3 1 3	3 1 5
Do. do. 3% "B" 1934-2003	MS	98	3 1 3	3 1 5
Do. do. 3% "E" 1953-73	JJ	101xd	2 19 5	2 18 6
†Middlesex County Council 4% 1952-72	MN	114	3 10 2	2 18 10
† Do. do. 4½% 1950-70	MN	117	3 16 11	3 1 4
Nottingham 3% Irredeemable	MN	95	3 3 2	—
Sheffield Corp. 3½% 1968	JJ	103½xd	3 7 8	3 6 4
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	112xd	3 11 5	—
Gt. Western Rly. 4½% Debenture	JJ	122½xd	3 13 6	—
Gt. Western Rly. 5% Debenture	JJ	134½xd	3 14 4	—
Gt. Western Rly. 5% Rent Charge	FA	133½xd	3 14 11	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	132½	3 15 6	—
Gt. Western Rly. 5% Preference	MA	118½	4 4 5	—
Southern Rly. 4% Debenture	JJ	112	3 11 5	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	112½	3 11 1	3 5 6
Southern Rly. 5% Guaranteed	MA	133½	3 14 11	—
Southern Rly. 5% Preference	MA	118½	4 4 5	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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